

AMCHARTS SOFTWARE LICENSE AGREEMENT

Version: **20240401**

This AMCHARTS SOFTWARE LICENSE AGREEMENT (the "**Agreement**") is a legal agreement between (i) **you** (either individually or as an entity) and (ii) Antanas Marcelionis ("**amCharts**") that governs your use of the amCharts software, together with any electronic documentation that may be provided therewith (collectively, the "**Licensed Software**").

If you are entering into the Agreement on behalf of your employer or other entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree to this Agreement on behalf of the party you represent. All references to "you" include your employer or any other entity you represent.

By placing a Purchase Order or installing or otherwise using the Licensed Software, you agree to be bound by the terms of this Agreement.

1. DEFINITIONS

1.1. For the purposes of this Agreement, the following terms shall have the following meanings unless otherwise stated or unless the context otherwise requires:

<i>Affiliate(s)</i>	means, when used with respect to an entity, any other entity directly or indirectly controlling, controlled by or under common control with the subject entity. For purposes of this definition, " <i>control</i> " means the direct or indirect ownership of 50% or more of the outstanding voting securities of an entity, or the right to 50% or more of the profits or earnings of an entity, or the right to control the policy decisions of an entity;
<i>Agreement</i>	means this License Agreement including any schedules and annexures, as may be amended, modified, or replaced from time to time;
<i>Claim</i>	has the meaning given to it in Clause 10.1;
<i>Effective Date</i>	means the effective date of the first Purchase Order entered into between you and amCharts pursuant to this Agreement;
<i>Licensed Software</i>	means the amCharts' software as set out in a specific Purchase Order, including the source and object code versions of such software, in whatever form or medium, together with all updates and upgrades and documentation relating thereto;

<i>License Model</i>	means the Perpetual License or Subscription License, as set out in Section 4.1(b);
<i>License Type</i>	means the specific category of rights granted to you under the terms of this Agreement to use the Licensed Software as set out in Section 4.1(a);
<i>Purchase Order</i>	means the order executed by the parties to purchase the Licensed Software described in this order;
<i>Sanctions</i>	means any sanction administered or enforced by the United States, the United Nations Security Council, the European Union, any European Union member state, the United Kingdom, or other relevant sanctions authority, including diplomatic, travel, trade, financial sanctions or embargoes; " <i>Sanctioned Entity</i> " means a person, entity or country who is subject to a Sanction;
<i>Subscription Period</i>	means the defined period of the subscription as set out in a Purchase Order;
<i>Third Party Software</i>	means software or plug-ins developed by companies or individuals other than amCharts, which may be included or supplied with the Licensed Software;
<i>Warranty Period</i>	means (i) a period of twelve (12) months from the date of purchase for Perpetual Licenses and (ii) the Subscription Period for Subscription Licenses.

1.2. Whenever this or any other document uses the terms "sale" or "purchase" to refer to the Licensed Software, it means "license" under the terms of this Agreement.

2. ORDERING

You may order the Licensed Software by selecting the desired options using the tools and interfaces provided by amCharts, where comprehensive information about the Licensed Software, including license type and model, price, Subscription Period, number of developer seats, and other relevant details are available for review. Once a Purchase Order has been submitted and subsequently approved by amCharts, the Purchase Order becomes binding on both parties. amCharts may issue a purchase confirmation(s) by email, detailing the Licensed Software purchased. This serves as official notification of the transaction and ratifies your entitlement to use the Licensed Software in accordance with the terms of this Agreement.

3. GRANT OF LICENSE

3.1. General. This Agreement grants you no rights or licenses unless you comply in full with all the terms, conditions, and restrictions of this Agreement, including the timely payment of all applicable fees. All licenses hereunder are non-exclusive, personal, non-transferable (except as provided in Clause 12), and worldwide. Failure to comply with any of the terms, conditions or restrictions, or failure to make timely payments, will result in immediate termination of this Agreement and revocation of the rights granted hereunder.

3.2. Per-Developer License Grant. All Licensed Software is licensed on a per-developer basis and each developer must have an individual, valid license. The number of developers authorised to use the Licensed Software is specified in each Purchase Order and rights under this Agreement cannot exceed that number. Exceeding this limit is a material breach of this Agreement; however, the licenses are not nominal, which means that the Licensed Software can be used by any of your developers, provided that the number of licenses purchased is not exceeded. A *'Developer'* is defined as anyone who accesses, interacts with, or uses the Licensed Software in any part of the software development process, including but not limited to coding, programming, configuration, integration or testing.

3.3. Expansion. You must, at your sole discretion, purchase additional developer seats for the Licensed Software as needed to accommodate growth or changes in development needs. This acquisition may be done through the use of online tools provided by amCharts or by direct contact with amCharts.

4. LICENSE TYPES AND MODELS

4.1. The Licensed Software is made available to you under several License Types and two License Models as described herein. You can purchase multiple licenses of different License Types and License Models. The specific License Type(s) and License Model(s) granted to you will be as set out in the applicable Purchase Order and reflected in your account interface provided by amCharts.

(a) License Types. Depending on your use of the Licensed Software, you may purchase one or more License Types:

(i) Basic License. Under the Basic License, you are granted the right to use the Licensed Software to create an unlimited number of public websites that are accessible to users without the need for login credentials. Such websites are to be used solely for your internal business purposes and are not to be developed on behalf of or delivered to external clients or customers. If the Licensed Software is to be used to develop websites for external clients or customers, a separate license must be purchased for each such client or customer, either by you purchasing the license on behalf of the client or customer, or directly by the client or customer.

(ii) SaaS License. In addition to the rights granted under the Basic License, under the SaaS License you are further granted the right to use the Licensed Software to create an unlimited number of SaaS (Software as a Service) projects that require user authentication. This includes, but is not limited to, websites that function as intranets, CRM systems, webmail platforms, etc. All such SaaS projects must be for your internal business purposes only and are not to be developed on behalf of or delivered to external clients or customers. If the Licensed Software is to be used to develop SaaS projects for external clients or customers, a separate license must be purchased for each such client or customer, either by you purchasing the license on behalf of the client or customer, or directly by the client or customer.

(iii) OEM License. The OEM License includes all rights granted under the Basic License and SaaS License. In addition, the OEM License allows you to use the Licensed Software to create an unlimited number of web, desktop and mobile applications and print products. The OEM License specifically permits the development of websites and projects for external clients or customers.

(iv) Extended License. The Extended License grants all the rights contained in the Basic License, SaaS License, and OEM License. In addition, the Extended License gives you the additional right to use the Licensed Software in: (i) the development of projects within your Affiliates; (ii) the creation and distribution of "white label" products, i.e. to develop products using the Licensed Software and then sell those products to third parties, who may rebrand and sell them as their own products, subject to their own end user license agreements; or (iii) use in software development projects, including but not limited to the development of applications in languages such as SCALA or similar software development environments.

(b) License Models. Each License Type is available in two License Models - Perpetual License and Subscription License.

(i) Perpetual License. Under the Perpetual License, you are granted the right to use the Licensed Software upon payment of a one-time fixed fee. This license permits you to access and use the Licensed Software for an indefinite period of time and will survive the termination or expiry of this Agreement (unless terminated in accordance with Clause 14.3, in which case the license will terminate).

Under the Perpetual License, you are entitled to receive minor updates and upgrades to the Licensed Software for an unlimited period of time and major updates and upgrades for a period of twelve (12) months from the date of purchase. After this period, access to subsequent major updates and upgrades may require an additional fee or agreement.

For the purposes of this Agreement, a "Minor Update and Upgrade" of the Licensed Software is defined as one that adds minor functionality enhancements or bug fixes to the current version (and can be identified by the change in revision to the right of the decimal point, i.e. 3.1 to 3.2) and a "Major Update and Upgrade" is a major release of the Licensed Software and is defined as a release that contains major new features or enhancements that increase the core functionality of the Licensed Software (and can be identified by the change in revision to the left of the decimal point, i.e. 4.X to 5.X). Whether a release is a minor or major update or upgrade is determined by amCharts in our sole discretion.

(ii) Subscription License. The Subscription License grants you the right to use the Licensed Software to develop new or modify existing projects only during the active Subscription Period, which is maintained on an annual basis by prepayment of the specified subscription fee. Projects created during active Subscription Period may continue to use the Licensed Software indefinitely after the expiration or termination of the Subscription Period. Subscriptions are automatically renewed every 12 months, subject to prepayment. Failure to renew, including for payment reasons, will result in termination of the subscription and the right to develop new or modify existing projects using the Licensed Software.

You have the right to cancel the subscription at any time, effectively disabling the automatic renewal feature, however no refund will be made. Upon termination or expiry of your subscription, you retain the right to develop new or modify existing projects using the Licensed Software until the end of the fully paid Subscription Period. Projects developed and launched during a such fully paid Subscription

Period may continue to operate. However, any modification or further development of such projects is subject to renewal of the subscription and payment of fees.

During the fully paid Subscription Period, you are entitled to receive minor and major updates and upgrades and to use any version of the Licensed Software, including the latest version.

During the fully paid Subscription Period you may adjust the number of developer seats as needed by using online tools provided by amCharts. A reduction in the number of developer seats will not affect the current Subscription Period and no refund will be made; the adjusted number of seats and any change in the subscription fee will take effect at the next renewed Subscription Period. Conversely, an increase in developer seats is effective immediately, with the additional subscription fee prorated based on the time remaining in the current Subscription Period.

5. RESTRICTIONS

5.1. You agree that you will not: (i) defeat, disable or circumvent any protection mechanism associated with the Licensed Software; (ii) use the Licensed Software, or any part thereof, to develop a product that directly competes with the Licensed Software; (iii) rent, lease or lend the Licensed Software; (iv) to the extent permitted by applicable law, reverse engineer, decompile or disassemble the Licensed Software; or (v) use the Licensed Software in breach of this Agreement.

5.2. Nothing contained herein shall be construed as conferring any right, license or title, express or implied, to you other than those expressly granted by this license. Unauthorised copying of the Licensed Software or failure to comply with the restrictions contained herein will result in automatic termination of this License and will constitute immediate and irreparable harm to amCharts for which monetary damages would be an inadequate remedy, in which case injunctive relief shall be an adequate remedy for such breach.

6. THIRD PARTY SOFTWARE

The Licensed Software may contain or be supplied with Third Party Software, the rights to which are owned by such third parties. In such cases, amCharts (i) does not directly grant any rights or licenses to such The Licensed Software may contain or be supplied with third party software, the rights to which are owned by such third parties, but merely facilitates the transfer of licenses from such third parties, and (ii) assumes no responsibility or liability for the performance, compliance, or any other aspect related to such The Licensed Software may contain or be supplied with third party software, the rights to which are owned by such third parties. You are advised to review and comply with the terms and conditions of such third party licenses as their use of the Licensed Software will be subject to such third party terms and conditions. A comprehensive list of such Third Party Software can be found at <https://www.amcharts.com/3rd-party/>, which will be updated periodically to reflect any changes or additions.

7. SUPPORT

This Agreement does not entitle you to, and amCharts is under no obligation to, provide technical support or maintenance for the Licensed Software. Support is available as a separate subscription,

which may be acquired separately or together with the license and is subject to a separate agreement. Please contact amCharts by email (contact@amcharts.com) for support subscription offers and details.

8. PAYMENT TERMS

8.1. You agree to pay all charges for your use of the Licensed Software. In the case of Subscription License, failure to pay in a timely manner will result in termination of your right and use of the Licensed Software.

8.2. Purchases of Subscription Licenses authorise recurring payments by the agreed method and interval until cancelled. Subscriptions must be cancelled before the next billing cycle to avoid future charges. You authorise amCharts to record and process these payments as electronic payments. Subscription fees are charged in advance.

8.3. Purchases are final and non-refundable, except as required by law or stated in the Purchase Order. Claims for billing errors must be made within 90 days. Refunds or credits issued at amCharts' discretion do not constitute a policy for future refunds or credits.

8.4. In addition to any other amounts payable under this Agreement, you shall pay all sales, withholding and other taxes, however denominated, which are levied or imposed by reason of the transactions contemplated by this Agreement. Without limiting the foregoing, to the extent that you are required to withhold any amount otherwise payable to amCharts for tax or bank charges, you shall pay such amount in addition so that amCharts receives the full amount without deduction for tax or bank charges.

8.5. amCharts reserves the right to change the Subscription License fees for any subsequent subscription period. You will be notified of any such fee changes at least 30 days prior to the end of the current Subscription Period. If you do not cancel the subscription and allow it to automatically renew for the next Subscription Period, the updated fees will apply for the duration of the renewed subscription.

9. WARRANTIES

9.1. Limited Warranty. amCharts warrants to you that, during the Warranty Period, the Licensed Software:

(a) will conform, as to all substantial operational features, to amCharts current published specifications when installed and will be free of defects which substantially affect their performance;

(b) to the best knowledge of amCharts, does not infringe the intellectual property rights of any third party;

(c) to the best knowledge of amCharts, does not include any device (including any software, code, file or program) that (i) disrupts, impairs or otherwise interferes with the operation of any computer

software, hardware or network, telecommunications service, equipment or network, or any other service or equipment; (ii) prevents, impairs or otherwise interferes with access to or the operation of any programme or data, including the reliability of any programme or data (whether by tampering, altering, deleting or otherwise); or (iii) adversely affects the user experience, including worms, Trojan horses, viruses and other similar items or devices.

9.2. The foregoing warranty shall not apply: (i) if the breach of warranty is discovered or reported after the expiry of the Warranty Period; (ii) unless you make a claim within thirty (30) days after you first become aware of the breach of warranty; (iii) if the Licensed Software is modified by you or a party other than amCharts, but only to the extent that the alleged breach is caused by such modification; (iv) if the Licensed Software is combined with products or processes not provided by amCharts, but only to the extent that the alleged breach is caused by such combination; (v) if the failure to comply with the warranty was caused by Third Party Software; or (vi) to any unauthorised use of the Licensed Software; or (vi).

9.3. If, during the Warranty Period, the Licensed Software or any component thereof is found to be:

(a) defective, you must notify amCharts in writing of your claim for any such defect. amCharts sole obligation under this warranty is to remedy such defect in a manner consistent with amCharts' normal business practices.

(b) infringing, or if any use of the Licensed Software or any component thereof is enjoined, threatened to be enjoined or is otherwise the subject of a claim of infringement, amChart will, at its sole option and expense, (i) procure for you the right to continue using the Licensed Software, (ii) modify or replace the Licensed Software so that it no longer infringes, misappropriates or violates any such right or, in the case of material defects, so that it operates substantially in accordance with the then-current specification, or (iii) require you (and you shall) to cease using and return the Licensed Software and refund any fees paid by you in respect thereof.

9.4. THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY amCharts. amCharts MAKES AND YOU RECEIVE NO WARRANTY EXPRESS OR IMPLIED AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. amCharts SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF amCharts FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE LICENSED SOFTWARE.

9.5. Each party represents, warrants, and undertakes that:

(a) it has the right, necessary power, consents and authority to enter into and fully perform its obligations under this Agreement and will maintain the same throughout the term of this Agreement;

(b) this Agreement is executed by a duly authorised representative of that party;

(c) there are no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or

arbitration tribunal that might affect the ability of that Party to meet and carry out its obligations under this Agreement;

(d) it is not a Sanctioned Entity nor is it the target of any investigations relating to a Sanction; and

(e) it will immediately notify the other party if it is the target of any investigations relating to a Sanction.

9.6. You agree that your purchases under or in relation to, this Agreement are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by amCharts (or any person acting on behalf of amCharts) regarding future functionality or features.

10. INDEMNITY

10.1. amCharts shall defend you against any claim (“**Claim**”) by a third party that the Licensed Software (as delivered to you by amCharts), when used in accordance with this Agreement, infringes any patent, copyright or trademark, enforceable under the applicable law, and shall indemnify and hold you harmless from and against damages and costs (including reasonable attorneys' fees) awarded against you or agreed to by amCharts in settlement of any the Claim, provided that amCharts receives from you: (i) prompt written notice of the Claim (but in any event in sufficient time for amCharts to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defence and settlement (if any) of the Claim; and (iii) all cooperation reasonably required from you (at amCharts' reasonable expense). If your use of the Licensed Software is enjoined (or, in amCharts' opinion, likely to be enjoined), if required by the settlement, or if amCharts determines that such action is reasonably necessary to avoid material liability, amCharts may, at its sole option and expense, (i) procure for you the right to continue using the Licensed Software, or (ii) replace or modify the Licensed Software so that it is non-infringing. If neither of these two options is reasonably practicable, amCharts may, upon one (1) month's written notice, terminate the license granted herein and refund to you the unamortised portion of the fees hereunder (based on a four-year straight-line amortisation, such amortisation to commence on the date hereof). The foregoing constitutes amCharts' entire liability with respect to infringement of any copyright or patent by the Licensed Software or any part thereof.

10.2. The foregoing indemnification obligation of amCharts shall not apply: (i) if the Licensed Software is modified by you or a party other than amCharts, but only to the extent that the alleged infringement is caused by such modification; (ii) if the Licensed Software is combined with products or processes not provided by amCharts, but only to the extent that the alleged infringement is caused by such combination; (iii) to any unauthorised use of the Licensed Software; (iv) to any action arising from your data or any Third Party Software; or (v) any unauthorised use of the Licensed Software.

10.3. The foregoing constitutes amCharts' entire liability with respect to infringement of any patent, copyright or trademark by the Licensed Software or any part thereof.

11. LIMITATION OF LIABILITY

11.1. Neither party shall be liable to the other under or in connection with this Agreement and whether such liability arises in contract, tort (including negligence), for breach of statutory duty or otherwise for (i) loss of profits; (ii) loss of anticipated savings; (iii) loss of or damage to goodwill; (iv) loss of data; or (v) indirect, special or consequential loss, in each case whether or not a party foresaw or should reasonably have foreseen that such loss might arise.

11.2. Notwithstanding anything to the contrary in this Agreement, amCharts' liability for any cause whatsoever shall not exceed the total fees paid by you, unless you have purchased and maintain valid premium IPR indemnity coverage, for which additional fees apply. In the case of such cover, the indemnity obligations under Clause 10.1 are not subject to this limit. Details of premium IPR indemnity coverage, including its terms and conditions, are available from amCharts at contact@amcharts.com.

11.3. amCharts shall not be liable for any losses, liabilities, damages, costs, expenses (including reasonable management time, legal fees and charges) suffered or incurred by you if such losses, liabilities, damages, costs, expenses are related, caused, or contributed to by: (i) you, your Affiliates being in breach of the relevant applicable law; (ii) any modification of the Licensed Software by anyone other than amCharts; and/or (iii) you using the Licensed Software (as relevant) (a) other than in accordance with the amCharts' current published specifications and the terms of this Agreement; (b) and / or after you were aware, or ought reasonably to have been aware, of the relevant alleged or actual infringement or misappropriation.

11.4. Nothing in this Agreement shall limit or exclude the liability of either party for (i) death or personal injury resulting from its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which, and to the extent, that it cannot be excluded or limited by the applicable law.

11.5. Nothing in this Agreement shall limit or exclude your liability to pay any fees or other sums which are due and payable to amCharts under and in accordance with the terms of this Agreement.

12. TRANSFER

The Licensed Software may only be transferred to (i) an Affiliate or (ii) to a third party in the event of a merger of two or more companies involving you. No transfer will be valid unless the transferor delivers and the transferee accepts in writing the applicable product use rights, restrictions, limitations of liability and transfer restrictions set forth herein. Unauthorised transfers or transfers that do not comply with these terms will be void.

13. PROPRIETARY RIGHTS

All intellectual property rights in the Licensed Software are owned by amCharts or its suppliers, as applicable, and are protected by law, including but not limited to copyright, trade secret and trademark laws, and other applicable laws and international treaty provisions. You may not remove any product identification, copyright notices or proprietary restrictions from the Licensed Software (except for the branding link on the chart itself, which you may remove).

14. TERM AND TERMINATION

14.1. This Agreement shall enter into force on the Effective Date and shall remain in full force and effect until terminated as provided herein. Termination of this Agreement shall be subject to the following provisions:

(a) Perpetual Licenses. The rights granted under Perpetual Licenses shall continue indefinitely unless terminated by either party for breach by the other party, including but not limited to misuse of the Licensed Software, violation of License restrictions, or failure to comply with the terms and conditions set forth herein. Upon termination for breach, you must immediately stop using the Licensed Software and destroy.

(b) Subscription Licenses. Subscription Licenses are subject to termination upon (i) expiration of the Subscription Period without renewal; (ii) non-payment or late payment of subscription fees; or (iii) any breach of the terms of the Agreement. Upon termination of a Subscription License, you must cease all use of the Licensed Software and ensure that all copies of the Licensed Software are destroyed, except as may be permitted under the post-termination rights detailed in this Agreement.

14.2. This Agreement will terminate automatically without notice if there are no active licenses (either perpetual or subscription-based) being administered under this Agreement.

14.3. amCharts shall have the right to terminate this Agreement and all or any of the licenses granted herein: (i) upon thirty (30) days written notice to you if you, your Affiliates, officers or employees breach any of the terms of this Agreement, including but not limited to confidentiality and payment; (ii) if you terminate or suspend your business, becomes the subject of a bankruptcy or insolvency proceeding, or becomes insolvent or subject to the direct control of a trustee, receiver or similar authority; (iii) if you become a Sanctioned Entity; and (iv) as otherwise set forth in this Agreement.

14.4. amCharts has the right to terminate this Agreement at the end of the current Subscription Period or not to renew the subscription for any subsequent Subscription Period for convenience upon thirty (30) days written notice to you.

14.5. Without limiting the foregoing, in the event of termination as a result of your failure to perform any of its obligations under this Agreement, you shall remain liable for all payments due. Termination of the license(s) is in addition to, and not in lieu of, any equitable remedies available to amCharts.

15. USE OF DATA

The Licensed Software does not collect or transmit any data or information to amCharts. You agree that amCharts and its Affiliates or suppliers may collect and use technical information that you provide in connection with support services related to the Licensed Software. amCharts and its suppliers agree not to use this information in a form that personally identifies you except to the extent necessary to provide such services.

16. APPLICABLE LAW AND SEVERABILITY

16.1. If you are a resident of or a company which place of business is in the US or EU, this Agreement shall be governed by the laws of the jurisdiction of your place of residence. In other cases, the laws of the Republic of Lithuania shall govern this Agreement. Additionally, if you are a company which place of business is in the US, you agree that this Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

16.2. You irrevocably submit to the jurisdiction of the state courts sitting in Vilnius, Lithuania, and any action or proceeding arising out of this Agreement will be heard and determined in such court. If for

any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, such provision will be interpreted in order to give effect to such provision to the maximum extent permitted by law, and the remainder of this Agreement will continue in full force and effect.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you and amCharts with respect to the Licensed Software, and it supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Licensed Software or any other subject matter covered by this Agreement. To the extent that the terms of any amCharts support policies or programs conflict with the terms of this Agreement, the terms of this Agreement shall control.

18. NOTIFICATIONS

All notices and communications from amCharts to you under this Agreement will be sent to the email address you provide during the ordering process or through the online tools. If you provide a separate invoice-specific email address, all payment and fee-related communications will be sent to that specified email address. If no invoice-specific email address is provided, the general email address on file will be used for all communications. Notice will be deemed to have been properly received by you at the time it is sent to the email address you have provided.