

AMCHARTS SOFTWARE SUPPORT AGREEMENT

Version: 20240401

This AMCHARTS SOFTWARE SUPPORT AGREEMENT (the "**Support Agreement**") is a legal agreement between (i) **you** (either individually or as an entity) and (ii) Antanas Marcelionis ("**amCharts**") that governs the support services that amCharts may provide to you.

If you are entering into the Support 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 Support Agreement; (ii) you have read and understand this Support Agreement; and (iii) you agree to this Support 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, you agree to be bound by the terms of this Support Agreement.

1. DEFINITIONS

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

<i>Business Hours</i>	means 8:00 am to 5:00 pm, EST/EEST, Monday through Friday, excluding holidays;
<i>Covered Products</i>	means the amCharts software specified in the applicable Purchase Order for which the Services are provided;
<i>Effective Date</i>	means the effective date of the Purchase Order entered into between you and amCharts pursuant to this Support Agreement;
<i>License Agreement(s)</i>	means the amCharts software license agreement(s) entered into by you and amCharts, which governs your use of the amCharts software;
<i>Purchase Order</i>	means the order executed by the parties to purchase Support Services under the Support Agreement;
<i>Support Agreement</i>	means this software support agreement including any schedules and annexures, as may be amended, modified or replaced from time to time;
<i>Subscription Period</i>	means the defined period of the subscription for the Support Services as set out in a Purchase Order;
<i>Support Services</i>	means software support services as defined in this Support Agreement;
<i>Support Ticket</i>	means your request for support services under this Support Agreement.

- 1.2. Terms not specifically defined in this Support Agreement shall have the same meaning as in the License Agreement between the parties.

2. GENERAL

- 2.1. This Support Agreement grants you no rights and creates no obligations for amCharts unless you fully comply with all the terms, conditions and restrictions of this Support Agreement and any existing License Agreement, including the timely payment of all applicable fees.
- 2.2. All Support Services are provided under the following terms and conditions:
 - 2.2.1. only during the Subscription Period;
 - 2.2.2. subject to the License Agreement between you and amCharts remaining in force;
 - 2.2.3. in the English language only;
 - 2.2.4. only during the Business Hours;
 - 2.2.5. only to as many of your named developers as there are developer seats purchased under the Support Agreement;
 - 2.2.6. not exceeding the limit of support hours as further specified Clause 3.2;
 - 2.2.7. only through the channels described in Clause 3.1.
- 2.3. amCharts is not obliged to provide any Support Services to any end user or to any person who has not purchased a subscription under this Support Agreement.
- 2.4. The Support Services will only be provided for the supported version of the Covered Product as listed at <https://www.amcharts.com/versions/>.

3. SUPPORT SERVICES

- 3.1. The Support Services include and are limited to the following:
 - 3.1.1. Helpdesk Support: Providing access to a helpdesk service to facilitate the submission and management of support tickets.
 - 3.1.2. Ticket Resolution Assistance: Assistance in diagnosing and identifying potential solutions to problems reported you via support tickets. This assistance is intended to guide you through the resolution of Covered Product usage issues and does not guarantee that amCharts will correct any identified errors.
 - 3.1.3. Operational Guidance: The provision of operational guidance and best practices related to the use of the Covered Product, including advice on configuration settings, use of features and optimisation strategies to enhance the user experience.
 - 3.1.4. Documentation Support: Provide comprehensive documentation, FAQs and resource materials to assist in resolving common questions and support ticket issues, facilitating self-service where possible.

- 3.1.5. Technical Clarification: Providing clarification on technical aspects of the Covered Product, including but not limited to functionality limitations, system requirements and compatibility issues.
- 3.2. Support Services are subject to a limit of support hours, as specified in the Purchase Order, depending on the license purchased. Support Services are logged by amCharts support staff. These hours are non-transferable, non-refundable and must be used within twelve (12) months of the original purchase date; unused hours will not carry over to subsequent purchases or subscription renewals.
- 3.3. No other works and services, including debugging or making changes to your code or implementing custom setups and features, are included in the Support Services and are not provided under this Support Agreement.
- 3.4. You must provide us with the email addresses of the designated individuals authorised to contact amCharts for Support Services via amCharts-provided online subscription management tools or by sending an email to contact@amcharts.com. You may change the list of authorised individuals at any time by submitting updated contact information via the amCharts website or directly via email.
- 3.5. In order to receive the Support Services, you must submit a Support Ticket using the amCharts online helpdesk service or by sending email to contact@amcharts.com.
- 3.6. As soon as practically possible amCharts will acknowledge receipt of the Support Ticket by sending an automated e-mail. Upon receipt and acknowledgement of the Support Ticket, amCharts will use reasonable efforts to commence and perform the Support Services related to the Support Ticket.
- 3.7. The parties agree that the Support Services will be conducted according to amCharts available resources and operational capabilities, without any commitment to a predefined schedule.

4. FEES

- 4.1. The Support Services are available on an annual subscription basis and are subject to prepayment of the applicable annual subscription fee. This subscription fee is due at the time of purchase. The subscription is automatically renewed every 12 months and requires prepayment. If the automatic renewal fails for any reason, such failure to pay will automatically terminate the subscription and your right to receive the Support Services.
- 4.2. All subscriptions are on a per-developer basis and each developer receiving any of the Support Services must have an individual, valid subscription. The number of developers authorised to receive the Support Services is specified in each Purchase Order and cannot exceed that number.
- 4.3. 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 receive the Support Services until the end of the fully paid Subscription Period.
- 4.4. Purchases of the Support Services 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.

- 4.5. 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.
- 4.6. amCharts reserves the right to change the fees associated with the Support Services 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.

5. LIMITATION OF LIABILITY

- 5.1. Neither party shall be liable to the other under or in connection with this Support 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.
- 5.2. Notwithstanding anything to the contrary herein, amChart's total liability under or in connection with this Support Agreement in any one year, whether such liability arises in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed in the aggregate an amount equal to the fees paid by you to amChart in accordance with this Support Agreement in that year.
- 5.3. Nothing in this Support 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.
- 5.4. Nothing in this Support 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 Support Agreement.

6. USE OF DATA

You agree that amCharts and its Affiliates or suppliers may collect and use technical information that you provide in connection with the Support Services. 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.

7. TERM AND TERMINATION

- 7.1. This Support Agreement shall enter into force on the Effective Date and shall remain in full force and effect until terminated as provided herein.

- 7.2. This Support Agreement will automatically terminate at the end of the Subscription Period if not renewed.
- 7.3. amCharts has the right to terminate this Support 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.
- 7.4. amCharts has the right to terminate this Support Agreement: (i) upon thirty (30) days written notice to you if you, your Affiliates, officers or employees breach any of the terms of this Support Agreement, including but not limited to 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 Support Agreement.
- 7.5. Without limiting the foregoing, in the event of termination as a result of your failure to perform any of its obligations under this Support Agreement, you shall remain liable for all payments due. Termination of the Support Agreement is in addition to, and not in lieu of, any equitable remedies available to amCharts.

8. APPLICABLE LAW AND SEVERABILITY

- 8.1. If you are a resident of or a company which place of business is in the US or EU, this Support 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 Support Agreement. Additionally, if you are a company which place of business is in the US, you agree that this Support 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.
- 8.2. You irrevocably submit to the jurisdiction of the state courts sitting in Vilnius, Lithuania, and any action or proceeding arising out of this Support 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 Support Agreement will continue in full force and effect.

9. 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.