

# LightningChart JS End-User License agreement

*June 3<sup>rd</sup>, 2022. Copyright LightningChart Ltd 2009-2022. All rights reserved.*

This Non-Exclusive End User License Agreement (the “**EULA**”) between LightningChart, Ltd., a company existing under the laws of Finland, having a principal place of business at Tehdaskatu 24 B, 70620 Kuopio, Finland (“**Licensor**”), and the application program developer, who has downloaded or started to use, the Licensor’s Software on a subscription basis (“**Licensee**”), on download date or first usage date, whichever earlier, as “**Effective Date**”.

## RECITALS

WHEREAS, since 2007 Licensor has manufactured high-performance charting components for the visualization of huge data sets, continuing to break industry limits; and

WHEREAS, Licensor’s LightningChart JS is a lightning-fast charting library for the most demanding JavaScript developers, focusing on real-time data visualization for trading, engineering, aerospace, medicine and other demanding fields (the “**Software**”); and

WHEREAS, Licensor is the owner of all right, title, and interest in and to the Intellectual Property Rights in the Software; and

WHEREAS, Licensor is willing to grant a license to Licensee for the use of the Software on a perpetual or subscription basis, in connection with application programs to be developed by Licensee; and

NOW, therefore, in consideration of the mutual promises, covenants, and agreements so made, Licensor and Licensee hereby stipulate, have agreed, and do agree as follows:

## ARTICLE I – INCORPORATION OF RECITALS

1. The foregoing Recitals are true and correct and are incorporated herein by reference.

## ARTICLE II – INSTALLATION / AGREEMENT AS TO TERMS

1. This EULA is a legal agreement between Licensee, which applies to the Software, including libraries, source code, examples, demo applications, documentation and other materials that can be considered to be part of Software or the intellectual property of Licensor.
2. By installing, copying or otherwise using the Software, Licensee is agreeing to be bound by the terms of this EULA. If Licensee does not agree to any of the terms of this EULA, Licensee is not to use the Software, is not to copy the Software and is to delete any and all copies of the Software.

## ARTICLE III – DEFINITIONS

As used in this EULA, the following terms shall have the following meanings:

1. “**Affiliate**” shall mean any Entity having any relationship, contract, or arrangement with Licensee regarding any matter which affects, or is affected by, this EULA in which Licensee has or exercises or has the power to exercise, directly or indirectly (in any manner), control, direction, or restraint of such Entity, or in which such Entity has the power to exercise, directly or indirectly (in any manner), control, direction, or restraint of Licensee, or in which such Entity and Licensee are subject to common or mutual control, direction, or restraint.
2. “**Application Deployment**” means deployment of salable/installable applications (mobile, laptop, desktop) where Software is integrated to. Distribution is royalty-free.
3. “**Big Data Visualization**” means using big data analytics processes of extracting meaningful insights such as hidden patterns, unknown correlations, market trends, and customer preferences from large data sets. In the context of this software, it means using these processes to visualize big data and analyze it. (For reference, with Big Data Visualization, we mean systems like Tableau®, Qlik®, SAS®, Microsoft Power BI ®).
4. “**Data Analytics**” (DA) refers to the process of discovering patterns among data sets and drawing conclusions about the information they contain. With the aid of specialized software and systems, data analytics is performed more and more frequently. (For reference, with Data Analytics, we mean systems like Tableau®, Qlik®, SAS®, Microsoft Power BI ®).
5. “**Confidential Information**” shall mean the confidential and/or proprietary information of Licensor including Software (in object or source code form), inventions (whether or not patentable), trade secrets, ideas, know-how, techniques, processes, formula, algorithms, schematics, research, development, software design and architecture, testing procedures, design and functional specifications, problem reports and performance information, marketing and financial plans and data. “Confidential Information” does not include information that Licensee can show through documentary evidence: (a) is or becomes publicly known through no fault, act, or omission of Licensee; (b) is known by or in the possession of Licensee prior to its receipt from Licensor; or (c) is lawfully obtained from a third-party who rightfully possesses the information (without confidentiality or proprietary restriction) and who did not receive it directly from Licensee.
6. “**Copyrights**” shall mean any and all copyrights in and to the Software, including any continuation, extensions, or renewals of the Software.
7. “**Deployment Domain**” shall mean a domain name (public or internal) where Software will be run at. Deployed Software will work only amongst domain names enabled in the Deployment Key. This is applicable to Web Developer, SaaS, and Enterprise license.

8. “**Documentation**” shall mean the example code, comments, help files, User’s manuals, API reference and written or video information which enables Licensee to understand the purpose and functionality of the Software.
9. “**Entity**” means any individual, partnership, limited liability company, joint venture, corporation, or the like.
10. “**Information**” shall mean any and all information relating to or arising out of the Software, including, and without limitation, trade secrets and any and all embodiments and representations of such Intellectual Property Rights. Trade secrets shall also include the definition of trade secrets as set forth by the Laws of Finland.
11. “**Intellectual Property Rights**” shall include, but not be limited to, the following: rights in know-how, source code, trademarks, copyrights, patents, patent applications (including reissues, renewals, continuations, continuations-in-part, or divisions of any patent or patent application), trade secrets, instructions, improvements, modifications, suggestions, proposals, programs, ideas, writings, and the like of any sort whatsoever, and any embodiment including, but not limited to, computer programs, Documentation, documentation of programs, assembly, and detailed drawings, plans, specifications, results of technical investigations and research, assembly, and parts manuals, and any other proprietary information.
12. “**Internal**” shall mean a company internal web site or service, located in cloud, public server, intranet, in a company’s own network server, accessed by company staff only. This is also known as an “**intranet application**”.
13. “**Licensing Fee**” shall mean with respect to the Software the subscription price that Licensor requires Licensee to pay in accordance with the express conditions of this EULA by Licensee.
14. “**SaaS**” shall mean a public website, or a service, which requires a login from the end-user, *g.*, an online bank website, trading service allowing exchanging stocks or currency.
15. “**Software**” shall mean LightningChart JS, including libraries, source code, examples, demo applications, and other material that can be considered to be part of the Software or the Intellectual Property Rights of Licensor, as well as the Information and Documentation.
16. “**Pack**” refers to the number of licenses grouped into a pack. The number of licenses is defined at purchase.
17. “**Subscription**” shall mean Software updates and Support Services for a selected period, if not excluded by a separate agreement between Licensor and Licensee.
18. “**Support Services**” shall mean installation, training, the answering of questions, and related services provided to the Licensee.

19. **“Technology License”** means an agreement where the owner of technical intellectual property grants another party the right to use, modify or re-sell the property in return for compensation.
20. **“Trademark”** shall mean any term or terms supplied by Licensor and used in any form or format, style, or design, as applied to Software in whatever form and identifies business names, trademarks, and service marks, as well as any goodwill and rights, at common-law or otherwise, pertinent to this EULA and refers to trademarks, service marks, and trade names.
21. **“Trademark Registrations”** shall mean any trademark registration or any other application or registration, foreign or domestic, made by Licensor now, or subsequently obtained.

#### **ARTICLE IV – GRANTS – FOR WEB DEVELOPER LICENSE (WEB + INTERNAL)**

1. By downloading, activating and the payment of the License Fee, Licensor grants the Licensee a per seat, non-exclusive license to install and use the Software for designing, building, testing and deploying public websites, public web applications or internal applications that Licensee creates. The license can be assigned (transferred) to another developer through Licensor’s Customer Portal. For licensed usage of the Software by two developers, Licensee must purchase two licenses and the use of license for deployment to more than one domain requires purchasing additional domains.
2. The Software is licensed on a Subscription basis, not sold. The Subscription includes Software updates, and predefined technical services for a selected period, if not excluded by a separate agreement between Licensor and Licensee. After the License Fee has been paid, the license is perpetual, provided that the terms of this EULA are followed by the Licensee.
3. For unlimited / agreed count of domains and developers, *i.e.*, more than 10 developers, Licensee must obtain Enterprise license from Licensor. For development and redistribution of salable and installable applications, including mobile applications, Licensee must obtain Application Developer license from Licensor. Both types of licenses are set forth elsewhere in this EULA.
4. Licensor does not sell the Software, Documentation or Information to the Licensee. Licensor remains the owner of all portions of the Software and Documentation provided Licensee at all times.
5. Under the terms of this EULA, and the grant of a license to a web developer, a Licensee may: (a) use the license for one domain in such format as, *g.*, [www.domainname.com](http://www.domainname.com), [m.domainname.com](http://m.domainname.com), and two subdomains for each domain, *e.g.*, [subdomain1.domainname.com](http://subdomain1.domainname.com) and [subdomain2.domainname.com](http://subdomain2.domainname.com); (b) use the license for one test domain, intended for deployment test; and (c) use a version of Software built before the Subscription expiring date.

6. Under the terms of this EULA, and the grant of a license to a software developer, a Licensee may not: (a) distribute License key to 3rd parties, or publish it online. For publishing, use Deployment key; (b) distribute login credentials to Customer portal; (c) use the Software by more than 1 developer per license, without written consent from Licensor; (d) create a rival software product based on the Software, its source code, examples source code, algorithms, or other material Licensor has published; (e) create derivative software works, i.e., Licensee cannot assume ownership of the Software; (f) reverse-engineer, decompile or disassemble the Software; (g) rent or lease the Software to anyone; (h) transfer the license to 3rd parties, such as sub-contractor, without informing Licensor; and (i) use the license for salable/installable applications distribution.
7. It is not allowed for a Licensee to use the license for Big Data Visualization or Data Analytics purposes. A Technology License is required for these uses. Contact Licensor for information about this.
8. Subscription renewal grants software updates and additional technical support services for the renewed period. Subscription should be renewed before the expiry date. It must be renewed before the expiry date + 1 month, otherwise, it will lose its eligibility for renewing. The Subscription renewal will extend the Subscription from the expiration date of the old Subscription.
9. No other right or license is granted by Licensor to Licensee, either expressed or implied, with respect to any other Intellectual Property Rights owned, possessed, or in which Licensor has or shall have any other rights, except as expressly set forth in this EULA.

## **ARTICLE V – GRANTS – FOR APPLICATION DEVELOPER LICENSE**

1. By downloading, activating and the payment of the License Fee, Licensor grants the Licensee, a software developer, a per-seat, non-exclusive license to install and use the Software for designing, building, testing and redistributing an unlimited number of installations royalty-free, for all devices, including mobile, tablets, laptops and desktops, that Licensee creates. The license can be assigned (transferred) to another developer through Licensor's customer portal. For licensed usage of the Software by two developers, Licensee must purchase two licenses.
2. The Software is licensed on a subscription basis, not sold. The subscription includes Software updates, and predefined technical services for a selected period, if not excluded by a separate agreement between Licensor and Licensee. After the License Fee has been paid, the license is perpetual, provided that the terms of this EULA are followed by the Licensee.
3. In case the license contract doesn't permit unlimited distributions/installations, Licensee must contact Licensor for additional application deployments. For development and deployment of public websites, public web applications or internal applications, applicable Web Developer or SaaS license must be purchased by Licensee from Licensor.

4. Licensor does not sell the Software, Documentation or Information to the Licensee. Licensor remains the owner of all portions of the Software and Documentation provided Licensee at all times.
5. Under the terms of this EULA, and the grant of a license to a software developer, Licensee may: (a) develop applications for any device or any operating system; (b) integrate the Software to agreed count of applications and distribute them royalty-free; and (c) use a version of the Software built before the Subscription expiring date; (d) use the license for developing applications for Big Data Visualization or Data Analytics. In this circumstance, a Technology License is required. Contact Licensor for information about this.
6. Under the terms of this EULA, and the grant of a license to a software developer, a Licensee may not: (a) distribute License key to 3rd parties, or publish it online. For publishing, use Deployment key; (b) distribute login credentials to Licensor's customer portal; (c) use the Software by more than one developer per license, without written consent from Licensor; (d) create a rival software product based on the Software, its source code, examples source code, algorithms, or other material Licensor has published; (e) create derivative software works, i.e., Licensee cannot assume ownership of the Software; (f) reverse-engineer, decompile or disassemble the Software; (g) rent or lease the Software to anyone; and (f) transfer the license to 3rd parties, such as sub-contractor, without informing Licensor.
7. A Subscription renewal grants software updates and technical support for the renewed period. Subscription should be renewed before the expiry date. It must be renewed before the expiry date + 1 month, otherwise, it will lose its eligibility for renewing. The Subscription renewal will extend the Subscription from the expiration date of the old Subscription.
8. No other right or license is granted by Licensor to Licensee, either expressed or implied, with respect to any other Intellectual Property Rights owned, possessed, or in which Licensor has or shall have any other rights, except as expressly set forth in this EULA.

## **ARTICLE VI – GRANTS – FOR SOFTWARE AS A SERVICE (SaaS)**

1. By downloading and activating after the payment of the License Fee, Licensor grants the Licensee a non-exclusive license to install and use the Software for designing, building, testing and deploying a single SaaS application hosted on a single domain. The license can be assigned (transferred) to another developer through Licensor's Customer Portal. For licensed usage of the Software by five developers or more, Licensee must purchase an Enterprise License. Deployment to more than one domain requires purchasing additional Deployment Domains.
2. The Software is licensed on a Subscription basis, not sold. The Subscription includes Software updates, and predefined technical services for a selected period, if not excluded by a separate agreement between Licensor and Licensee. After the License Fee has been

paid, the license is perpetual, provided that the terms of this EULA are followed by the Licensee.

3. For additional/unlimited domains and developers, Licensee must obtain an Enterprise license from Licensor. For development and redistribution of salable and installable applications, including mobile applications, Licensee must obtain Application Developer license from Licensor. Both types of licenses are set forth elsewhere in this EULA.
4. Licensor does not sell the Software, Documentation or Information to the Licensee. Licensor remains the owner of all portions of the Software and Documentation provided Licensee at all times. The licensor distributes licenses on the per-seat model. The license provides the rights of use, to the predefined number of developer(s) (seats) included in the Pack.
5. Under the terms of this EULA, and the grant of a license based on SaaS, a Licensee may:  
(a) use the license for one domain in such format as, *g.*, `www.domainname.com`, `m.domainname.com`, and two subdomains for each domain, *e.g.*, `subdomain1.domainname.com` and `subdomain2.domainname.com`; (b) use the license for one test domain, intended for deployment test; and (c) use a version of Software built before the Subscription expiring date.
6. Under the terms of this EULA, and the grant of a license seat to a software developer, a Licensee may not: (a) distribute License key to 3rd parties, or publish it online. For publishing, use Deployment key; (b) distribute login credentials to Customer portal; (c) use the Software by more than 1 developer per license, without written consent from Licensor; (d) create a rival software product based on the Software, its source code, examples source code, algorithms, or other material Licensor has published; (e) create derivative software works, *i.e.*, Licensee cannot assume ownership of the Software; (f) reverse-engineer, decompile or disassemble the Software; (g) rent or lease the Software to anyone; (f) transfer the license to 3rd parties, such as sub-contractor, without informing Licensor; and (g) use the license for salable/installable applications distribution.
7. It is not allowed for a Licensee to use the license for Big Data Visualization or Data Analytics purposes. A Technology License is required for these uses. Contact Licensor for information about this.
8. Subscription renewal grants software updates and additional technical support services for the renewed period. Subscription should be renewed before the expiry date. It must be renewed before the expiry date + 1 month, otherwise, it will lose its eligibility for renewing. The Subscription renewal will extend the Subscription from the expiration date of the old Subscription. The renewal will be applied to the entire Pack only, meaning the number of licenses designated in the Pack. The number of seats cannot be reduced.
9. No other right or license is granted by Licensor to Licensee, either expressed or implied, with respect to any other Intellectual Property Rights owned, possessed, or in which Licensor has or shall have any other rights, except as expressly set forth in this EULA.

## ARTICLE VII – GRANTS – FOR ENTERPRISE LICENSE

1. By downloading, activating and the payment of the License Fee, Licensor grants the Licensee, a per seat, non-exclusive license to install and use the Software for designing, building, testing and deploying – depending on the purchased configuration – **public websites, public web applications, SaaS, desktop, mobile, and internal applications**. The license can be assigned (transferred) to another developer through Licensor’s portal.
2. The use of license for deployment to more than agreed count of domains requires purchasing additional Deployment Domains. Deploying more than agreed count of salable / installable applications requires purchasing additional Application deployments. Depending on the agreement between Licensor and Licensee, Enterprise license will provide the Licensee with: (a) an unlimited / agreed count of domains and applications for deploying; (b) an unlimited / agreed count of salable / installable applications distributions; (c) an unlimited / agreed count of support tickets; (d) an unlimited / agreed count of seats; and (e) an unlimited / agreed count of unnamed intranet server deployments.
3. As an option, Licensee can arrange with Licensor for access to the source code of the library. The source code of libraries allow modifying the Software and using the modified software in Licensee’s applications. Consultancy regarding source code is not included and should Licensee seek consultancy, the Licensee should contract Licensor as to same.
4. The Software is licensed on a subscription basis, not sold. The Subscription includes Software updates, and predefined technical services for a selected period, if not excluded by a separate agreement between Licensor and Licensee. After the License Fee has been paid, the license is perpetual, provided that the terms of this EULA are followed by the Licensee.
5. Licensor does not sell the Software, the Documentation or Information to the Licensee. Licensor remains the owner of all portions of the Software and Documentation provided Licensee at all times.
6. Under the terms of this EULA, and the grant of an Enterprise License, Licensee may: (a) use the license for unlimited / agreed count of domains in such format as .com, e., www.domainname.com, m.domainname.com and two subdomains for each domain such as subdomain1.domainname.com and subdomain2.domainname.com; (b) use the license for agreed count of test domains, intended for Deployment test; (c) use the license for deploying to unlimited / agreed count of installable / salable applications; and (d) use a version of Software built before the Subscription expiring date.
7. Under the terms of this EULA, and the grant of a license to a software developer, a Licensee may not: (a) distribute License key to 3rd parties, or publish it on-line and for publishing, the Licensee must use a Deployment key; (b) distribute login credentials to Customer portal; (c) use the Software by more than one developer per license, without written consent from Licensor; (d) create a rival software product based on the Software,



its source code, examples source code, algorithms, or other material LightningChart has published; (e) create derivative software works, i.e., Licensee cannot assume ownership of the Software; (f) reverse-engineer, decompile or disassemble the Software; (g) rent or lease the Software to anyone; (h) transfer the license to 3rd party, such as sub-contractor, without informing Licensor; and (i) distribute source code of the Software to 3rd parties.

8. A Subscription renewal grants software updates and technical support for the renewed period. The support services may be limited by the agreed ticket count. Subscription should be renewed before the expiry date. It must be renewed before expiry date + 1 month, otherwise, it will lose its eligibility for renewing. The Subscription renewal will extend the Subscription from the expiration date of the old Subscription.
9. If Licensee deploys a version of the library Licensee has built, Licensee must obfuscate the library for security and IPR reasons. Further, Licensee must use an obfuscation tool, to prevent all license keys and deployment keys from being visible for reverse-engineering and disassembler tools. Consult Licensor for possible Licensor-made obfuscation tools.
10. If the licensee intends to use the license for Big Data Visualization or Data Analytics, this is not allowed under Enterprise License. Instead, the licensee is required to get a Technology License for these application uses. Contact Licensor for information about this.
11. No other right or license is granted by Licensor to Licensee, either expressed or implied, with respect to any other Intellectual Property Rights owned, possessed, or in which Licensor has or shall have any other rights, except as expressly set forth in this EULA.

## **ARTICLE VIII – SUBSCRIPTION RENEWAL**

1. Subscription renewal grants software updates and agreed count of support tickets for the renewed period. Subscription should be renewed before the expiry date. It must be renewed before expiry date + 1 month, otherwise, it will lose its eligibility for renewing. The subscription renewal will extend the subscription from the expiry date of old subscription. Unused support tickets will become void on the day of the subscription expiration. The renewal either grants the original number of support tickets for current subscription or more if the Licensee wishes to upgrade the license plan. When the renewal is done the unused tickets will be replaced with new tickets the number of which is predefined by license subscription.
2. A Subscription can be renewed through Licensor’s Customer Portal. If multiple licenses were purchased, then their renewal must be done for the whole set of licenses. Renewal does not affect the Deployment Domain count – the Deployment Domain count remains the same as before renewal.

## **ARTICLE IX – SUPPORT**

1. Support services are an essential part of a fluent development workflow. A Licensee can ask tips from, or present problems to Licensor's Support specialist. Support is to be provided to Licensees with a valid subscription and with unused support tickets available. Each Support request is equivalent to one Support ticket. Request for features or bug reports are not considered as a ticket use. Each Support ticket is to be opened and managed through Licensor's customer portal. If all Support tickets were used, additional tickets can be purchased separately for a valid Subscription.
2. All Support tickets that were not used during the active Subscription period become void on a day of Subscription expiry. The renewal either grants the same number of Support tickets for the current Subscription or more if the Licensee wishes to upgrade the license plan.

## **ARTICLE X – RIGHT TO MONITOR SOFTWARE USE**

1. Licensor reserves the right to understand how the Software is used and distributed in Licensee's applications, in the context of monitoring the compliance with the terms of this EULA.
2. Licensor reserves the right to track usage of the software by sending small, anonymous telemetry to our servers which include an identifier for the Order & whether the software is being used at design time. To be used for the purpose of license auditing, this license audit telemetry data contains no identifiable data about your users, developers, organisation, location, IP address or any other way to identify the end-user of the software.

## **ARTICLE XI – WARRANTIES AND LIMITATION OF LIABILITY**

1. Licensor warrants to Licensee that the Licensor has tested the Software for computer virus and other malicious third-party software infections in accordance with prevailing standard industry practice.
2. Licensor warrants that there are no outstanding agreements, understandings, or other restrictions that would prevent it from performing under this EULA. Licensee shall hold harmless and indemnify Licensor, its agents, customer, successors, and assigns, from any claims, loss, damages, or liability related to or growing out of any breach by Licensee of such agreements, understandings, or other restrictions.
3. Beyond that set forth in Paragraphs 1 and 2 above, Licensee provides no warranty in connection with its license of the Software to Licensee.
4. Licensee acknowledges that any alterations or modification made by Licensee to the Software has not been developed by Licensor to meet Licensee's individual requirements and that it is, therefore, Licensee's responsibility to ensure that the facilities and functions of the Software as described in this EULA meet Licensee's requirements.

5. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. This Section shall survive the termination of the EULA.

## **ARTICLE XII – LICENSEE PERFORMANCE**

1. Licensee shall promptly do such acts and execute, acknowledge, and deliver all such papers, as may be necessary to obtain, maintain, protect, and vest in Licensor the entire right, title, and interest in and to Intellectual Property Rights in and to the Software.
2. Except as expressly provided in this EULA, Licensee shall not transfer, rent, lease, modify, translate, sublicense, electronically transmit or receive the “source code” or “documentation” or share or provide the “source code” or “documentation” to any third party in any form. Licensee will not disassemble, decompile or reverse engineer the Software or attempt to do the same. Licensee also will not permit or assist any third party to disassemble, decompile or reverse engineer the Software. Licensee will not permit a Customer-Sublicensee or End User to copy or otherwise make copies of the Software.
3. Except as otherwise provided for in this EULA, Licensee may not: (a) distribute the license key files, license key strings or setup files of the Software; (b) allow the use the Software on more than 1 computer per license, without prior written consent from Licensor; (c) share the license key(s) of Software with others; (d) create a rival software product based on the Software or its source code; (e) create derivative software works of the Software; and (f) reverse-engineer, decompile or disassemble the Software.

## **ARTICLE XIII – SUPPORT OBLIGATIONS**

1. Licensor’s sole support obligation under this EULA is to make reasonable endeavors to resolve issues raised by Licensee, which in no event shall include on-site support.
2. Licensor may subcontract its support obligations under this Article to a third party for fulfillment.
3. In case of limited support tickets licensing model, Licensee must purchase a sufficient count of support tickets to cover the raised issues.

## **ARTICLE XIV – EXPORT CONTROL**

1. The following information is provided to Licensee for information purposes only. The Licensor shall bear no responsibility if the following information becomes inaccurate. Should Licensee desire to ship, transfer or export into any country the Software and its accompanying reference manuals, it shall be the responsibility of the

Licensee to obtain the consents and licenses as may be required from time to time under the relevant laws, restrictions or regulations that may regulate such export.

2. The Software does not enter into any restricted categories (there is no Export Control Classification Number). The Export Control Classification Number for the Software is “EAR99”, and shipment designation “NLR”. The United States-based licensees of the Software distributing the Licensee application worldwide should therefore use “EAR99” or “NLR”, to re-export the Software if the Licensee application does not embed any other restrictive technology international embargo rules that apply to all products shall apply to re-export of the Software and export of Licensee’s applications.

## **ARTICLE XV – FORCE MAJEURE**

1. Neither party shall be responsible for any failures or delays which are due to causes beyond its control, including, without limitation, acts of government, war, fires, floods, or strikes.

## **ARTICLE XVI – RECORDS**

1. Licensee shall keep full and accurate written records in sufficient detail, and in accordance with this EULA, to permit verification of compliance and duties owed under this EULA, including, but not limited to the sums payable to Licensor under this EULA.
2. Licensee must provide to Licensor, or procure of Licensor, upon reasonable notice and during normal business hours, reasonable evidence of compliance with the terms of this EULA.
3. Upon request, Licensee will provide Licensor with a written statement of compliance signed by the Licensee, or an electronic license audit report, stating compliance with the terms and conditions of the EULA, including but not limited to the number of licenses held.

## **ARTICLE XVII – LITIGATION INVOLVING THIRD PARTIES**

1. In the event that the Licensee shall become aware of an infringement by third parties of anything licensed under this EULA, it shall promptly notify the Licensor of such infringement, and it shall do such acts and provide such information to Licensor that would be necessary or desirable in relation to this EULA.

## **ARTICLE XVIII – INDEMNIFICATION – PROTECTIONS FOR LICENSEE**

1. In the event the originally downloaded Software provided by Licensor to Licensee becomes subject and determined to be responsible for a claim of infringement of any intellectual property of a third party, Licensor shall promptly, at its own discretion and expense, either: (1) Modify its original contents to make it non-infringing; or (2) Settle the claim by procuring for Licensee the right to continue using the software; or (3) Indemnify Licensee for any and all loss, cost, damage, settled claim, or liability, including reasonable attorney and professional fees and costs, and the cost of settlement,

compromise, judgment, or verdict incurred by Licensee arising out of or relating to any actual determined direct patent infringement; unlawful disclosure, use, or misappropriation of a trade secret; or violation of any other intellectual property right. Licensee will not enter into any settlement of a claim described in this EULA without Licensor's prior written consent, which will not be unreasonably withheld.

## **ARTICLE XIX – INDEMNIFICATION – PROTECTIONS FOR LICENSOR**

1. In the event the Licensee alters the originally downloaded Software provided by Licensor and subsequently Licensee's alterations and modifications of the licensed Software becomes subject and determined to be responsible for a claim of infringement of any intellectual property of a third party while also subsequently determined not to be any infringement by Licensor's originally provided Software, Licensee shall promptly, at its own discretion and expense, either: (1) Modify its alterations of the originally provided Software contents to make it non-infringing; or (2) Settle the claim at Licensee's full expense to procure the right to continue using the software; or (3) Indemnify Licensor for any and all loss, cost, damage, settled claim, or liability, including reasonable attorney and professional fees and costs, and the cost of settlement, compromise, judgment, or verdict incurred by Licensor arising out of or relating to any actual determined direct patent infringement; unlawful disclosure, use, or misappropriation of a trade secret; or violation of any other intellectual property right. Licensee will not enter into any settlement of a claim described in this EULA without Licensor's prior written consent, which will not be unreasonably withheld.

## **ARTICLE XX – PERFORMANCE COMPARISONS AND BENCHMARKS**

1. Taking Licensor's Software into a performance comparison test or publishing such test results without permission given by Licensor beforehand in writing, is strictly forbidden. Licensor does not permit Licensor or LightningChart trade names, registered trademarks, company names, brand names or alike to be used as a reference of any kind without permission given by Licensor beforehand in writing. Direct and indirect damages inflicted by violating these terms will be claimed from the violating party to the maximum extent by applicable law.

## **ARTICLE XXI – REFERENCE CUSTOMER**

1. Licensor may use Licensee as a reference customer unless requested not to do so by Licensee.

## **ARTICLE XXII – VIOLATION OF LICENSING TERMS**

1. If Licensee has neglected payment of Software royalties or in any way violated the terms of the EULA, Licensor has the right to immediately terminate the EULA and all services regarding Software. Upon such case, Licensor may black-list the license keys and refuse all support services.

2. If Licensee has neglected the mandatory obfuscation of source code of the Software, or published or leaked license keys, or Confidential Information by Licensee, may lead into legal actions and claim of damage by Licensor.

## **ARTICLE XXIII – EULA REVISIONS**

1. Licensor keeps the right to modify the EULA for Customer-Sublicensees and End Users, to comply with current software version, current license types available, service levels, and licensing violations that Licensor encounters. Licensor will publish the newest available EULA to Licensor's website, where it can be found in under product info, or menu structure directly. The revisions of EULA's are identified by date. Licensee must check the current version of EULA when selling subscriptions of the Software to Customer-Sublicensees and End Users.

## **ARTICLE XXIV – CONFIDENTIALITY**

1. Confidential Information and Information is the essence of this EULA. Accordingly, Licensee, on behalf of itself and its Employees, agrees that all of such Confidential Information and Information of Licensor shall be held in confidence by Licensee and that Licensee shall neither use such Confidential Information or Information for itself nor disclose it to others, nor (directly or indirectly) assist others to use it for itself or others without the express and advance written permission of Licensor.
2. Except as expressly provided in this EULA, Licensee shall not transfer, rent, lease, modify, translate, sublicense, electronically transmit or receive the "source code" or "documentation" or share or provide the "source code" or "documentation" to any third party in any form. Licensee will not disassemble, decompile or reverse engineer the Software or attempt to do the same. Licensee also will not permit or assist any third party to disassemble, decompile or reverse engineer the Software. This provision shall survive the termination of this EULA.

## **ARTICLE XXV – NON-COMPETITION**

1. Licensee shall refrain from making, using, or marketing, or setting up to make, use, or market, any computer program or service in competition with the Software, and Licensee shall also refrain from, directly or indirectly, aiding others from making, using, or marketing, or setting up to make, use, or market any program in competition with Software, during the term of this EULA and for a period of two (2) years after its termination or expiration.
2. Licensee shall not own, manage, operate, consult or be employed in the business developing, selling, licensing of packaged Charting development services or software determined to be a Competing Business of Licensor or facilitate a Competing Business through any affiliates, employees, associates or any related parties and "upon downloading this software" Licensee will be in direct violation of the terms of this agreement and any resulting damages, loss of business relationships, clients, financial

loss or any harm determined to be inflicted upon Licensor will be immediately enforceable subject to appropriate business, intellectual property and copyright laws.

3. The provisions of this section shall survive the termination of this EULA.

## **ARTICLE XXVI – SEVERABILITY**

1. Whenever possible, each provision of this EULA shall be construed and interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this EULA or the application thereof to any party or circumstance shall be prohibited by or invalid under applicable Finnish law, such provision shall be effective to the extent such prohibition without invalidating the remainder of such provision or any other provision of this EULA or the application of such provision to other parties under the circumstances.

## **ARTICLE XXVII – TERM**

1. This EULA shall commence on the Effective Date, *i.e.*, the date the Software is downloaded by Licensee and will remain in full force and effect for the period of the Subscription unless terminated earlier pursuant to the terms of this EULA.

## **ARTICLE XXVIII – TERMINATION**

1. In the event Licensee is sold, purchased, and/or merged with another Entity, this EULA shall automatically terminate 30 days after the event involving the sale, purchase, or merger.
2. If Licensee is in breach of any term or condition of this EULA and shall fail to remedy such breach within 10 days after written notice of such breach, Licensor, in its sole discretion, will provide to Licensee a written termination of this EULA.

## **ARTICLE XXIX – JURISDICTION / DISPUTES / ARBITRATION / FEES**

1. This EULA shall be deemed entered into in the Country of Finland and shall be construed and governed solely by the laws of Finland without reference to its choice of law rules.
2. The parties agree that the sole venue of any controversy, claim or dispute arising from this EULA or the breach, termination or validity thereof shall lie by arbitration in accordance with the Rules of Expedited Arbitration of the Arbitration Institute of the Finland Chamber of Commerce. The arbitration shall be conducted in Helsinki, Finland and conducted in the English language.
3. In the event of any arbitration arising from or related to this EULA, the prevailing party in such dispute shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in arbitration proceeding, including the reasonable attorney' fees and costs.

## **ARTICLE XXX – TITLES AND DEFINITIONS**

1. The Article titles of this EULA are inserted for convenience only, and they shall not be construed as limiting in any manner.

## **ARTICLE XXXI – ASSIGNMENT**

1. This EULA and the rights granted under this EULA to and the benefits and obligations of Licensee and Licensor are personal to Licensee and Licensor, and they may not be assigned or transferred without the consent of the other party, except as otherwise provided in this EULA.

## **ARTICLE XXXII – ENFORCEMENT OF RIGHTS**

1. The failure to enforce any of the terms and conditions of this EULA by either of the parties shall not be deemed a waiver of any other right or privilege under this EULA or a waiver of the right to claim damages for any deficiencies resulting from any misrepresentation, breach of warranty, or nonfulfillment of any obligation of any other party.
2. In order for there to be a waiver of any term or condition of this EULA, such waiver must be in writing, and such waiver must be signed by the party making such waiver.

## **ARTICLE XXXIII – NON-DISPARAGEMENT**

1. During the term of this EULA and thereafter, Licensee agree not to disparage the other or to make any negative comments about Licensor, its agents, partners, officers, directors, employees, or representatives.

## **ARTICLE XXXIV – AGENCY / INDEPENDENT CONTRACTORS**

1. The parties to this EULA are not, and shall not hold themselves out to be, partners or joint venturers nor is either party authorized or empowered to act as the agent for the other.
2. The relationship established by this EULA is that of independent contractors, and neither party is an employee, agent, or partner or joint venturer of the other.