LightningChart JS End-User License agreement

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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.

ARTICLE XXXV – FINANCE / FINTECH / TRADING APPLICATIONS USE

1. Using LightningChart JS in any Finance / Fintech / Trading application, platform, or website, is strictly forbidden without LightningChart's written consent.