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ARTICLE X – GRANTS – FOR NON-COMMERCIAL TRIAL LICENSE

1. The Non-Commercial Trial License is granted under the same terms and conditions as the Commercial Trial License specified in ARTICLE IX, except as otherwise expressly provided in this Article X.
2. The Non-Commercial Trial License is intended solely for internal evaluation purposes in a non-production, offline environment, and strictly prohibits any form of commercial use. The Licensee is authorised to use the Software during the Trial Period exclusively for the purpose of testing the Software’s functionality and performance in a non-commercial manner. Any commercial use, including but not limited to product testing, evaluation, proof-of-concept development, or other development, is expressly forbidden.
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ARTICLE XI – 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 XII – 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 XIII – 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 XIV – INTERNET CONNECTIVITY REQUIREMENTS

1. Upon granting of a Commercial Developer License, the Licensee's system must have an active internet connection to validate the license key and permit usage of the Software. The Software will carry out periodic checks with the Licensor's servers to authenticate the license key and monitor usage compliance.
2. Offline license keys for Commercial Developer Licenses are not routinely provided. The Software is designed and intended to be in regular communication with the Licensor's servers to uphold ongoing license validation and usage compliance.
3. Licensor may contemplate providing offline license keys for Commercial Developer Licenses under certain circumstances. These requests are evaluated on a case-by-case basis and require prior discussion and approval from the Licensor. Licensees are encouraged to contact the Licensor to discuss offline licensing options prior to any purchase or intended offline usage. It is important to note that the granting of offline licenses is at the sole discretion of the Licensor and is not guaranteed.

4. Any use of the Software without proper license validation, including the use of blocked license keys or attempts to circumvent the internet connectivity requirements, is strictly prohibited. Such actions will be deemed a material breach of this Agreement and may result in legal actions, penalties, or other remedies as available to the Licensor.

ARTICLE XV – 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.
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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.
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6. This Section shall survive the termination of the EULA.

ARTICLE XVI – 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.
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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 XVII – SUPPORT OBLIGATIONS

1. Licensor’s sole support obligation under this EULA is to make reasonable endeavours 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 fulfilment.
3. In case of limited support tickets licensing model, Licensee must purchase a sufficient count of support tickets to cover the raised issues.

ARTICLE XVIII – 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 XIX – 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 XX – 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 XXI – 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.

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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.

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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 XXV – REFERENCE CUSTOMER

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

ARTICLE XXVI – 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 XXVII – 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 XXVIII – 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 XXIX – 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.
1. 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.
2. The provisions of this section shall survive the termination of this EULA.

ARTICLE XXX – 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 XXXI – TERM

1. This EULA shall commence on the Effective Date, i.e., the date the Software is downloaded by Licensee, first usage, or the commencement of a trial license, whichever is earlier, and will remain in full force and effect for the period of the Subscription, or until the end of the Trial Period if a trial license is granted, unless terminated earlier pursuant to the terms of this EULA.

ARTICLE XXXII – 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 XXXIII – 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 XXXIV – 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 XXXV – ASSIGNMENT

1. The rights, benefits, and obligations granted to both the Licensee and the Licensor under this EULA are personal. Neither party may assign or transfer these rights, benefits, or obligations without the consent of the other party, unless otherwise specified within this EULA.

ARTICLE XXXVI – 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 XXXVII – 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 XXXVIII – 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 XXXIX – 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.