

# LightningChart Python

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7. This Article, along with any other provisions that by their nature should survive, shall survive, and will remain in effect after the termination or expiration of this EULA.

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1. Licensor shall provide Support Services to Licensee only if such Support Services are included in the purchased License. When included, Licensor's Support obligation under this EULA is limited to making reasonable efforts to resolve issues submitted by Licensee through electronic means, which shall exclude any on-site support services unless specifically agreed upon by both parties in writing.
2. Licensor reserves the right to subcontract its Support obligations to qualified third parties. Any subcontracted party will be held to the same standards of service as outlined in this EULA.
3. Support services under this EULA are subject to the specific terms of the License package purchased by the Licensee. In the event that the License package includes a limited number of support tickets, the Licensee is responsible for purchasing additional support tickets as needed to address any issues beyond the scope of the included Support Services.

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## **ARTICLE XIII – 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 XIV – 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 XV – 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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## **ARTICLE XIX – REFERENCE CUSTOMER**

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

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

1. If Licensee has neglected payment of Software royalties or in any way violated the terms of the EULA, Licensors has the right to immediately terminate the EULA and all services regarding Software. Upon such case, Licensors may black-list the license keys and refuse all Support Services.
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4. This Section, along with any other provisions that by their nature should survive, shall survive and will remain in effect after the termination or expiration of this EULA.

## **ARTICLE XXIV – 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 XXV – 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 License, whichever is earlier, and will remain in full force and effect for the period of the License and / or Subscription unless terminated earlier pursuant to the terms of this EULA.

## **ARTICLE XXVI – TERMINATION**

1. In the event Licensee is sold, purchased, and/or merged with another Entity, this EULA shall automatically terminate thirty (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 ten (10) days after written notice of such breach, Licensor, in its sole discretion, will provide to Licensee a written termination of this EULA.

## **ARTICLE XXVII – 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 shall be entitled to recover its reasonable attorneys' fees and costs from the other party.

## **ARTICLE XXVIII – 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 XXIX – 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 XXX – 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 XXXI – NON-DISPARAGEMENT**

1. During the term of this EULA and thereafter, the Licensee agrees to refrain from making disparaging or derogatory statements, remarks, or comments about the Licensor, its agents, partners, officers, directors, employees, or representatives in public forums or to any third parties not associated with the Licensee if such conduct could adversely affect the Licensor's reputation or business prospects.
2. Notwithstanding the above, this clause does not restrict the Licensee's right to conduct private discussions or assessments about the Licensor and its products or Such private communications should be undertaken in good faith and without the intent to harm the reputation or business prospects of the Licensor.
3. Licensee shall ensure that all private communications concerning the Licensor, its products, or services are treated as confidential and are not disclosed to any third parties, except as may be required by law or in the ordinary course of internal business operations.
4. Licensee is encouraged to communicate directly with the Licensor to address any concerns or issues that may arise during the course of this License Agreement in an effort to resolve such matters amicably and constructively.

## **ARTICLE XXXII – 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 solely that of independent contractors. Neither party is to be considered an employee, agent, partner, or joint venturer of the other under any circumstances.

## **ARTICLE XXXIII – FINANCE / FINTECH / TRADING APPLICATIONS USE**

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