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PREAMBLE

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ARTICLE X – SUBSCRIPTION RENEWAL

1. Subscription renewal grants software updates and agreed count of support tickets for the renewed period. The Subscription renewal process should be completed prior to the expiry date of the current subscription. To maintain eligibility for renewal, Subscription renewal must be done no later than one (1) month after the original subscription's expiry date. The period of the renewed subscription commences from the expiration date of the preceding subscription.
2. 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.
3. 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 XI – 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 XII – 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 software usage through the transmission of anonymous telemetry data to its servers. This data will include an order identifier and information regarding the software’s use at design time. It is imperative to note that this telemetry data:
 1. Contains no personally identifiable information about the Licensee’s users, developers, organization, location, IP address, or any other details that could be used to identify the software’s end-users.
 2. Is utilized exclusively for the purposes of license auditing.
3. Licensor assures that the collection and processing of this telemetry data are in strict compliance with relevant data protection laws and regulations, including the General Data Protection Regulation (GDPR) where applicable. This compliance entails:
 1. Ensuring the anonymity and security of the data collected.
 2. Using the data solely for the stated purpose of license auditing.
 3. Maintaining transparent data collection practices and providing necessary disclosures to users as required by law.

ARTICLE XIII – 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, Licensor 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. **LICENSOR SHALL NOT BE LIABLE FOR ANY INVESTMENT, TRADING, FINANCIAL, OR OTHER BUSINESS DECISIONS OR ACTIONS THAT LICENSEE MAKES BASED ON THEIR USE OF THE SOFTWARE. LICENSEE ASSUMES FULL RISK AND RESPONSIBILITY FOR ANY FINANCIAL LOSSES OR GAINS RESULTING FROM USE OF THE SOFTWARE.**
7. **LICENSEE ACKNOWLEDGES AND AGREES THAT THE SOFTWARE IS PROVIDED "AS IS" FOR INFORMATIONAL AND CHARTING PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR MAKING TRADING OR INVESTMENT DECISIONS. LICENSEE SHOULD CONSULT WITH A QUALIFIED FINANCIAL ADVISOR BEFORE MAKING ANY TRADING OR INVESTMENT DECISIONS.**
8. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS APPLY ONLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.
9. This Section shall survive the termination of the EULA.

ARTICLE XIV – 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. These restrictions are implemented to protect the proprietary nature of the Software, ensure its security, and maintain the integrity of the licensed product. Violation of these prohibitions can lead to security vulnerabilities, intellectual property theft, and potential legal actions, thereby compromising both the Licensor's and Licensee's interests.

ARTICLE XV – 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 XVI – 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 XVII – 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 XVIII – 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 XIX – 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 XX – 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. These remedies constitute the Licensee's exclusive remedies for any infringement claims related to the Software.
2. Licensee agrees not to settle any infringement claim as described in this EULA without the Licensor's prior written consent. Such consent shall not be unreasonably withheld. For clarity, the term 'unreasonably withheld' in the context of Licensor's consent to settlements means that Licensor will not deny consent based on arbitrary, capricious, or irrelevant reasons. The Licensor's refusal to consent to a settlement must be based on legitimate business interests, the potential impact on Licensor's intellectual property rights, or other substantial legal considerations. In the event of disagreement, the parties shall engage in good faith negotiations to reach an amicable resolution.

ARTICLE XXI – 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 result in a claim of infringement of any third-party intellectual property rights, and it is determined that such infringement is not attributable to the Licensor's original Software, the 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 own expense, securing the continued lawful use of the Software; or (3) Indemnify and hold harmless the Licensor for any and all losses, costs, damages, settled claims, or liabilities, including reasonable attorney fees and expenses, arising from any adjudicated or settled infringement claim directly attributable to Licensee's modifications. This indemnification includes but is not limited to direct patent infringement, unlawful disclosure, use, or misappropriation of trade secrets, or other violations of intellectual property rights.
2. Licensee agrees not to settle any infringement claim as described in this EULA without Licensor's prior written consent. Such consent shall not be unreasonably withheld. For

clarity, the term ‘unreasonably withheld’ in the context of Licensor’s consent to settlements means that Licensor will not deny consent based on arbitrary, capricious, or irrelevant reasons. The Licensor’s refusal to consent to a settlement must be based on legitimate business interests, the potential impact on Licensor’s intellectual property rights, or other substantial legal considerations. In the event of disagreement, the parties shall engage in good faith negotiations to reach an amicable resolution.

ARTICLE XXII – 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 XXIII – REFERENCE CUSTOMER

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

ARTICLE XXIV – 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 XXV – EULA REVISIONS

1. Licensor reserves the right to modify the EULA from time to time and without notice 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 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 XXVI – 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.
3. This provision shall survive the termination of this EULA.

ARTICLE XXVII – 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. For the purposes of this EULA, a “Competing Business” is defined as any business or commercial activity that involves the development, marketing, or licensing of software products or services that offer substantially similar or directly competing functionalities as those provided by the Software covered under this EULA.
3. Licensee shall not own, manage, operate, consult for, or be employed in a capacity related to the development, sale, or licensing of packaged Charting development services or software determined to be a Competing Business of Licensor. Additionally, Licensee shall refrain from aiding or facilitating such activities through affiliates, employees, associates, or any related parties. Violation of these terms may result in legal consequences, including but not limited to claims for damages, loss of business relationships, or financial loss, enforceable under applicable business, intellectual property, and copyright laws.
4. The provisions of this section shall survive the termination of this EULA.

ARTICLE XXVIII – 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 XXIX – TERM

1. This End User License Agreement (EULA) shall commence on the Effective Date, defined as the date on which the Software is downloaded by the Licensee, first used, or the commencement of a Subscription or Commercial Trial License, whichever occurs earliest. The EULA 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.

2. Notwithstanding any termination or expiration of this EULA, the following Articles and provisions shall continue to remain in effect: (i) Article IV – Grants – For Commercial Trial License (as applicable to confidentiality and non-use obligations); (ii) Article V, VI, VII, VIII – Grants – For various license types (pertaining to ownership, software use limitations, and non-competition); (iii) Article XIII – Warranties and Limitation of Liability; (iv) Article XIV – Licensee Performance (related to misuse of software, reverse engineering, and confidentiality obligations); (v) Article XX and XXI – Indemnification – Protections for Licensee and Licensor (vi) Article XXII – Performance Comparisons and Benchmarks; (vii) Article XXIII – Reference Customer (as applicable); (viii) Article XXIV – Violation of Licensing Terms; (ix) Article XXVI – Confidentiality; (x) Article XXVII – Non-Competition; (xi) Article XXXIII – Assignment; (xii) Article XXXIV – Enforcement of Rights; (xiii) Article XXXV – Non-Disparagement; and (xiv) Article XXXVI – Agency / Independent Contractors.

ARTICLE XXX – 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 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 XXXI – 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 XXXII – 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 XXXIII – 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 XXXIV – 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 XXXV – NON-DISPARAGEMENT

1. During the term of this EULA and thereafter, the Licensee agrees not to engage in any form of disparagement that could be harmful to the reputation of the Licensor, its agents, partners, officers, directors, employees, or representatives. For the purposes of this EULA, ‘disparagement’ is defined as making public statements or communications that are factually inaccurate, misleading, and damaging to the reputation or goodwill of the Licensor or its associates.
2. This obligation is intended to prevent unfair or malicious statements while respecting the Licensee’s right to free speech, particularly regarding honest reviews, constructive feedback, or legally mandated disclosures.

ARTICLE XXXVI – 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.