

## **LightningChart Python**

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4. Licensee shall hold harmless and indemnify Licensor, its agents, customers, successors, and assigns, from any claims, loss, damages, or liabilities related to or arising out of any breach by Licensee of this EULA and such agreements, understandings, or other restrictions. that may arise in connection with this Agreement and its appendices, or restrictions related to the Software.
5. 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.

6. **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.**
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.

#### **ARTICLE X – LICENSEE PERFORMANCE**

1. Licensee agrees to provide reasonable assistance to the Licensor in protecting and maintaining the Licensor’s intellectual property rights in the Software. This includes providing necessary cooperation in legal proceedings where the Licensor’s ownership, title, and interest in the Software’s intellectual property rights are challenged or require legal affirmation and defence. The Licensee’s obligations under this section are limited to actions that are directly related to the Licensee’s use of the Software and do not extend to proactive legal defences or unrelated legal actions involving the 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. 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 one (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 XI – SUPPORT OBLIGATIONS**

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.

#### **ARTICLE XII – EXPORT CONTROL**

1. The following information is provided to Licensee for information purposes. 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.
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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.

#### **ARTICLE XVI – 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 XVII – 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 XVIII – 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 XIX – REFERENCE CUSTOMER**

1. Licensor 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, 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 XXI – 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 XXII – CONFIDENTIALITY**

1. Confidential Information and Information is the essence of this 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. The provisions of this section shall survive the termination of this EULA.

## **ARTICLE XXIII – NON-COMPETITION**

1. Licensee shall refrain from making, using, 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 is perpetually prohibited, without any time limit, from developing, participating in the development of, or contributing to any competitor products or services that are based on, derived from, or otherwise utilize the intellectual property rights of LightningChart. This prohibition remains in effect indefinitely, even beyond the termination or expiration of this License Agreement.
3. 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.

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.