

LightningChart® .NET End-User License Agreement

March 22nd, 2024. Copyright LightningChart Ltd 2009-2025. All rights reserved.

This Non-Exclusive End User License Agreement (the “**EULA**”) between LightningChart, Ltd., a company existing under the laws of Finland, having a principal place of business at Tehdaskatu 24 B, 70620 Kuopio, Finland (“**Licensor**”), and the application program developer, who has downloaded or started to use, the Licensor’s Software on a subscription basis (“**Licensee**”), on download date or first usage date, whichever earlier, as “**Effective Date**”.

RECITALS

WHEREAS, since 2007 Licensor has manufactured high-performance charting components for the visualization of huge data sets, continuing to break industry limits; and

WHEREAS, Licensor’s LightningChart .NET has been actively developed since 2009 and is the extremely fast 2D and 3D data visualization SDK for .NET (WPF, UWP and Windows Forms) (the “**Software**”); and

WHEREAS, Licensor is the owner of all right, title, and interest in and to the Intellectual Property Rights in the Software; and

WHEREAS, Licensor is willing to grant a license to Licensee for the use of the Software on a perpetual or subscription basis, in connection with application programs to be developed by Licensee; and

NOW, therefore, in consideration of the mutual promises, covenants, and agreements so made, Licensor and Licensee hereby stipulate, have agreed, and do agree as follows:

ARTICLE I – INCORPORATION OF RECITALS

1. The foregoing Recitals are true and correct and are incorporated herein by reference.

ARTICLE II – INSTALLATION / AGREEMENT AS TO TERMS

1. This EULA is a legal agreement between Licensee, who is either: (1) a software application developer; or (2) a developer is who designing, building, testing and deploying application programs that the Licensee creates, by only one member of the Licensee’s team at a time, and Licensor, which applies to the Software, including libraries, source code, examples, demo applications, documentation and other materials that can be considered to be part of Software or the intellectual property of Licensor.

By installing, copying, or otherwise using the Software, Licensee is agreeing to be bound by the terms of this EULA. If Licensee does not agree to any of the terms of this EULA, Licensee is not to use the Software, is not to copy the Software, and delete any and all copies of the Software.

ARTICLE III – DEFINITIONS

As used in this EULA, the following terms shall have the following meanings:

1. “**Affiliate**” shall mean any Entity having any relationship, contract, or arrangement with Licensee regarding any matter which affects, or is affected by, this EULA in which Licensee has or exercises or has the power to exercise, directly or indirectly (in any manner), control, direction, or restraint of such Entity, or in which such Entity has the

power to exercise, directly or indirectly (in any manner), control, direction, or restraint of Licensee, or in which such Entity and Licensee are subject to common or mutual control, direction, or restraint.

2. “**Confidential Information**” shall mean the confidential and/or proprietary information of Licensor including Software (in object or source code form), inventions (whether or not patentable), trade secrets, ideas, know-how, techniques, processes, formula, algorithms, schematics, research, development, software design and architecture, testing procedures, design and functional specifications, problem reports and performance information, marketing and financial plans and data. “Confidential Information” does not include information that Licensee can show through documentary evidence: (a) is or becomes publicly known through no fault, act, or omission of Licensee; (b) is known by or in the possession of Licensee before its receipt from Licensor; or (c) is lawfully obtained from a third-party who rightfully possesses the information (without confidentiality or proprietary restriction) and who did not receive it directly from Licensee.
3. “**Copyrights**” shall mean any and all copyrights in and to the Software, including any continuation, extensions, or renewals of the Software.
4. “**Documentation**” shall mean the example code, comments, help files, User’s Manual, and other written or video information that enables Licensee to understand the purpose and functionality of the Software.
5. “**Entity**” means any individual, partnership, limited liability company, joint venture, corporation, or the like.
6. “**Information**” shall mean any and all information relating to or arising out of the Software, including, and without limitation, trade secrets and any and all embodiments and representations of such Intellectual Property Rights. Trade secrets shall also include the definition of trade secrets as set forth by the Laws of Finland.
7. “**Intellectual Property Rights**” shall include, but not be limited to, the following: rights in know-how, source code, trademarks, copyrights, patents, patent applications (including reissues, renewals, continuations, continuations-in-part, or divisions of any patent or patent application), trade secrets, instructions, improvements, modifications, suggestions, proposals, programs, ideas, writings, and the like of any sort whatsoever, and any embodiment including, but not limited to, computer programs, documentation, documentation of programs, assembly, and detailed drawings, plans, specifications, results of technical investigations and research, assembly, and parts manuals, and any other proprietary information.
8. “**Licensing Fee**” shall mean with respect to the Software the subscription price that Licensor requires Licensee to pay in accordance with the express conditions of this EULA by Licensee.
9. “**Software**” shall mean LightningChart .NET, including libraries, source code, examples, demo applications, and other material that can be considered to be part of the Software or the Intellectual Property Rights of Licensor, as well as the Information and Documentation.

10. **“Subscription”** shall mean Software updates and Support Services for a selected period, if not excluded by a separate agreement between Licensor and Licensee.
11. **“Support Services”** shall mean installation, training, the answering of questions, and related services provided to the Licensee.
12. **“Trademark”** shall mean any term or terms supplied by Licensor and used in any form or format, style, or design, as applied to Software in whatever form and identifies business names, trademarks, and service marks, as well as any goodwill and rights, at common-law or otherwise, pertinent to this EULA and refers to trademarks, service marks, and trade names.
13. **“Trademark Registrations”** shall mean any trademark registration or any other application or registration, foreign or domestic, made by Licensor now, or subsequently obtained.

ARTICLE III – GRANTS – FOR A PER-DEVELOPER LICENSING MODEL

ARTICLE III.I – GRANTS – FOR A PER-DEVELOPER PERPETUAL LICENSING MODEL

1. By downloading, activating, and the payment of the License Fee, Licensor grants the Licensee a non-exclusive, personal license to install and use the Software for designing, building, testing, and deploying application programs the Licensee creates. The license granted by Licensor is personal to the Licensee and cannot be transferred to any other person, Affiliate or Entity. One license is for one developer. As a result, for licensed usage by more than the Licensee or for the transfer by the Licensee, another license is required.
2. The Software is licensed on a subscription basis, not sold. The subscription includes Software updates and either predefined amount (Standard plan) or unlimited amount (Premium Plan) of technical services, based on selected subscription type, for a selected period, if not excluded by a separate agreement between Licensor and Licensee. A license pursuant to this EULA requires activation through Licensor’s server, and an internet connection is required for activation instantly online. An offline activation may take up to two business days. Licensor guarantees the availability of the activation service (on-line and off-line) while the Subscription is active and for a period of up to one month after the expiration of the Subscription. After the aforesaid period, perpetual license activation is subject to a fee.
3. A renewal of the Subscription by the Licensee grants the Licensee software updates, either predefined or unlimited technical support, and warranty for the renewed period. Subscription should be renewed before the expiry date. It must be renewed before the expiry date + 1 month, otherwise, Licensee will lose its eligibility for renewing. Subscription renewal will extend the Subscription from the expiration date of the old Subscription.
4. Licensor does not sell the Software, Documentation, or Information to the Licensee. Licensor remains the owner of all portions of the Software and Documentation provided Licensee at all times.
5. Under the terms of this EULA, and the grant of a license to an application developer, a Licensee may: (a) install the Software on one development computer, per single license;

(b) use a version of the Software built before the Subscription expiration date; (c) distribute a royalty-free compiled application with the Software libraries which are being referenced by the application (LightningChart.*.dll).

6. Under the terms of this EULA, and the grant of a license to an application developer, a Licensee may not: (a) distribute the license key files, license key strings or setup files of the Software; (b) distribute the LightningChart “License Manager” program; (c) distribute the LightningChart XML files; (d) use the Software to build Software Development Kit(s), Microsoft Visual Studio Add-on(s) (internally used or publicly offered or sub-licensed) without written consent from Licensor; (e) use the Software on more than one computer per license, without written consent from Licensor; (f) share the license key(s) of the Software with others; (g) create a rival software based on the Software of its source code; (h) create derivative Software works thereby seeking to assume ownership of the Software; (i) reverse-engineer, decompile or disassemble the Software; (j) rent or lease the Software to anyone; (k) transfer the license to a 3rd party, such as a sub-contractor, without informing Licensor and without the written approval of Licensor; and (l) use the on-line map tile data service’s license keys – possibly provided in example code – in Licensee’s applications.
7. Licensee must use an obfuscation tool, to prevent all license keys and deployment keys from being visible for reverse-engineering and disassembler tools.
8. If Licensee has obtained a Subscription with Source Code, Licensee must use obfuscation tool to obfuscate the Software libraries that the Licensee builds.
9. If a perpetual license was purchased, consequently all other licenses that will be purchased must be of the same type. It is possible to obtain different license type for the same company if the licenses will be purchased and used by another team, department, or office within the same organization that works on another project/product.
10. No other right or license is granted by Licensor to Licensee, either expressed or implied, with respect to any other Intellectual Property Rights owned, possessed, or in which Licensor has or shall have any other rights, except as expressly set forth in this EULA.

ARTICLE III.II – GRANTS – FOR A PER-DEVELOPER, NON-PERPETUAL LICENSING MODEL

1. By downloading, activating, and the payment of the License Fee, Licensor grants the Licensee a non-exclusive, personal license to install and use the Software for designing, building, testing, and deploying application programs the Licensee creates, during the subscription period. The license granted by Licensor is personal to the Licensee and cannot be transferred to any other person, Affiliate or Entity. One license is for one developer. As a result, for licensed usage by more than the Licensee or for the transfer by the Licensee, another license is required.
2. The Software is licensed on a subscription basis, not sold. The subscription includes development and deployment rights for the specified period, Software updates and predefined technical services for a selected period, if not excluded by a separate agreement between Licensor and Licensee. A license pursuant to this EULA requires activation through Licensor’s server, and an internet connection is required for activation instantly online. An offline activation may take up to two business

days. Licensor guarantees the availability of the activation service (on-line and off-line) while the Subscription is active.

3. A renewal of the Subscription by the Licensee grants the Licensee, development and deployment rights, software updates, predefined technical support, and warranty for the renewed period. Subscription should be renewed before the expiry date to ensure uninterrupted access to the software.
4. Subscription expiry revokes Licensee's access to the software. Subscription expiry revokes the Licensee's rights to distribute the deployed products/applications to its end-users with the Licensor's software in it. To comply with these terms Licensee is required to send an official confirmation on a signed document stating that the software was fully removed from all deployed applications/products.
5. Licensor does not sell the Software, Documentation, or Information to the Licensee. Licensor remains the owner of all portions of the Software and Documentation provided Licensee at all times.
6. Under the terms of this EULA, and the grant of a license to an application developer, a Licensee may: (a) install the Software on one development computer, per single license; (b) use a version of the Software built before the Subscription expiration date; (c) distribute a royalty-free compiled application with the Software libraries which are being referenced by the application (LightningChart.*.dll).
7. Under the terms of this EULA, and the grant of a license to an application developer, a Licensee may not: (a) distribute the license key files, license key strings or setup files of the Software; (b) distribute the LightningChart "License Manager" program; (c) distribute the LightningChart XML files; (d) use the Software to build Software Development Kit(s), Microsoft Visual Studio Add-on(s) (internally used or publicly offered or sub-licensed) without written consent from Licensor; (e) use the Software on more than one computer per license, without written consent from Licensor; (f) share the license key(s) of the Software with others; (g) create a rival software based on the Software of its source code; (h) create derivative Software works thereby seeking to assume ownership of the Software; (i) reverse-engineer, decompile or disassemble the Software; (j) rent or lease the Software to anyone; (k) transfer the license to a 3rd party, such as a sub-contractor, without informing Licensor and without the written approval of Licensor; and (l) use the on-line map tile data service's license keys – possibly provided in example code – in Licensee's applications.
8. Licensee must use an obfuscation tool, to prevent all license keys and deployment keys from being visible for reverse-engineering and disassembler tools.
9. No other right or license is granted by Licensor to Licensee, either expressed or implied, with respect to any other Intellectual Property Rights owned, possessed, or in which Licensor has or shall have any other rights, except as expressly set forth in this EULA

ARTICLE IV – GRANTS – FOR A FLOATING LICENSING MODEL

ARTICLE IV.I– GRANTS – FOR A FLOATING NON-PERPETUAL LICENSING MODEL

1. By downloading, activating, and the payment of the License Fee, Licensor grants the Licensee a non-exclusive floating license for the use of the Software for the selected period of equal

duration to the length of the Subscription. This is a floating, non-exclusive license to install and use the Software for designing, building, testing, and deploying application programs that the Licensee creates, by only one member of the Licensee's team at a time. In order to use the floating license token by another developer licensed to use the Software, the previous licensed developer must stop using the Software. If several developers seek to be able to use the Software at the same time, Licensee must get several floating licenses.

2. The Software is licensed on a subscription basis, not sold. The subscription includes development and deployment rights for the specified period, Software updates, warranty, and predefined technical services for a selected period, if not excluded by a separate agreement between Licensor and Licensee. A license requires activation through Licensor's server, and an internet connection is required. A floating license requires a continuous internet connection to Licensor's licensing server unless otherwise agreed in writing by Licensor. Licensor provides a floating license service only during an active Subscription, after which the Licensor's servers may not be available anymore, or the servers may not accept the license.

3. A renewal of the Subscription by the Licensee grants the Licensee development and deployment rights, software updates, predefined technical support, and warranty for the renewed period. Subscription should be renewed before the expiry date. It must be renewed before the expiry date to ensure uninterrupted access to the software. Subscription renewal will extend the Subscription from the expiration date of the old Subscription.

4. Subscription expiry revokes Licensee's access to the software. Subscription expiry revokes the Licensee's rights to distribute the deployed products/applications to its end-users with the Licensor's software in it. To comply with these terms Licensee is required to send an official confirmation on a signed document stating that the software was fully removed from all deployed applications/products.

5. Licensor does not sell the Software, Documentation, or Information to the Licensee. Licensor remains the owner of all portions of the Software and Documentation provided Licensee at all times.

6. Under the terms of this EULA, and the grant of a floating license for a team designing, building, and deploying applications, a Licensee may: (a) install the Software into any development computers with the team; (b) use the Software by one developer at a time; (c) use a version of the Software built before the Subscription expiration date; (d) distribute royalty-free the compiled application with the Software libraries which are being referenced by the application (LightningChart.*.dll); and (e) make a backup copy of the Software, solely for re-installing the Software.

7. Under the terms of this EULA, and the grant of a floating license for a team designing, building and deploying applications, a Licensee may not: (a) distribute the license key files, license key strings or setup files of the Software; (b) distribute the LightningChart "License Manager" program; (c) distribute the LightningChart XML files; (d) use the Software to build Software Development Kit(s), Microsoft Visual Studio Add-on(s) (internally used or publicly offered or sub-licensed) without written consent of Licensor or by special licensing arrangements; (e) share the license key(s) of the Software with other outside your team; (f) create a rival software based on the Software or its source code; (h) create derivative Software works thereby seeking to assume ownership of the Software; (i) reverse-engineer, decompile or disassemble the Software; (j) rent or lease the Software to anyone; (k) transfer the license to a 3rd party, such as a

sub-contractor, without informing Licensor and without the written approval of Licensor; and (l) use the on-line map tile data service's license keys – possibly provided in example code – in Licensee's applications.

8. Licensee must use an obfuscation tool, to prevent all license keys and deployment keys from being visible for reverse-engineering and disassembler tools.

9. No other right or license is granted by Licensor to Licensee, either expressed or implied, with respect to any other Intellectual Property Rights owned, possessed, or in which Licensor has or shall have any other rights, except as expressly set forth in this EULA.

ARTICLE IV.II- GRANTS – FOR A FLOATING PERPETUAL LICENSING MODEL

1. By downloading, activating, and the payment of the License Fee, Licensor grants the Licensee a non-exclusive floating license to install and use the Software for designing, building, testing, and deploying application programs that the Licensee creates, by only one member of the Licensee's team at a time. In order to use the floating license token by another developer licensed to use the Software, the previous licensed developer must stop using the Software. If several developers seek to be able to use the Software at the same time, Licensee must get several floating licenses.

2. The Software is licensed on a subscription basis, not sold. The subscription includes Software updates, warranty, and either predefined or unlimited technical services for a selected period, if not excluded by a separate agreement between Licensor and Licensee. A license requires activation through Licensor's server, and an internet connection is required. A floating license requires a continuous internet connection to Licensor's licensing server unless otherwise agreed in writing by Licensor. Licensor provides a floating license service only during an active Subscription, after which the Licensor's servers may not be available anymore, or the servers may not accept the license.

3. A renewal of the Subscription by the Licensee grants the Licensee software updates, either predefined or unlimited technical support, and warranty for the renewed period. Subscription should be renewed before the expiry date. It must be renewed before the expiry date + 1 month, otherwise, Licensee will lose its eligibility for renewing. Subscription renewal will extend the Subscription from the expiration date of the old Subscription.

4. Licensor does not sell the Software, Documentation, or Information to the Licensee. Licensor remains the owner of all portions of the Software and Documentation provided Licensee at all times.

5. Under the terms of this EULA, and the grant of a floating license for a team designing, building, and deploying applications, a Licensee may: (a) install the Software into any development computers with the team; (b) use the Software by one developer at a time; (c) use a version of the Software built before the Subscription expiration date; (d) distribute royalty-free the compiled application with the Software libraries which are being referenced by the application (LightningChart.*.dll); and (e) make a backup copy of the Software, solely for re-installing the Software.

6. Under the terms of this EULA, and the grant of a floating license for a team designing, building and deploying applications, a Licensee may not: (a) distribute the license key files, license key strings or setup files of the Software; (b) distribute the LightningChart "License Manager" program; (c) distribute the LightningChart XML files; (d) use the Software to build Software

Development Kit(s), Microsoft Visual Studio Add-on(s) (internally used or publicly offered or sub-licensed) without written consent of Licensor or by special licensing arrangements; (e) share the license key(s) of the Software with other outside your team; (f) create a rival software based on the Software of its source code; (h) create derivative Software works thereby seeking to assume ownership of the Software; (i) reverse-engineer, decompile or disassemble the Software; (j) rent or lease the Software to anyone; (k) transfer the license to a 3rd party, such as a sub-contractor, without informing Licensor and without the written approval of Licensor; and (l) use the on-line map tile data service's license keys – possibly provided in example code – in Licensee's applications.

7. Licensee must use an obfuscation tool, to prevent all license keys and deployment keys from being visible for reverse-engineering and disassembler tools.

8. If Licensee has obtained a Subscription with Source Code, Licensee must use obfuscation tool to obfuscate the Software libraries that the Licensee builds.

9. If a perpetual license was purchased, consequently all other licenses that will be purchased must be of the same type. It is possible to obtain different license type for the same company if the licenses will be purchased and used by another team, department, or office within the same organization that works on another project/product.

10. No other right or license is granted by Licensor to Licensee, either expressed or implied, with respect to any other Intellectual Property Rights owned, possessed, or in which Licensor has or shall have any other rights, except as expressly set forth in this EULA.

ARTICLE V – GRANTS – FOR A SITE LICENSING MODEL

ARTICLE V.I – GRANTS – FOR A SITE PERPETUAL LICENSING MODEL

1. By downloading, activating, and the payment of the License Fee, Licensor grants the Licensee a non-exclusive, Site license to install and use the Software for designing, building, testing, and deploying application programs the Licensee creates. The site license granted by Licensor to the Licensee can be used by either the entire team or the entire office/location covering the agreed number of primary and secondary developers. The license cannot be transferred to any other Affiliate or Entity. Site license is a per-seat license that allows frequent transfers and switches of users without informing the Licensor about it. If more developers than the agreed number of preliminary and secondary developers seek to be able to use the Software, Licensee must get additional seats for the site license. If more teams or offices/locations require/seek to use the Software, Licensee shall contact Licensor to discuss such terms.

2. The Software is licensed on a subscription basis, not sold. The subscription includes Software updates and either predefined amount (Standard plan) or unlimited amount (Premium Plan) of technical services, based on selected subscription type, for a selected period, if not excluded by a separate agreement between Licensor and Licensee. A license pursuant to this EULA requires activation through Licensor's server, and an internet connection is required for activation instantly online. An offline activation may take up to two business days. Licensor guarantees the availability of the activation service (on-line and off-line) while the Subscription is active and for a period of up to one month after the expiration of the Subscription. After the aforesaid period, perpetual license activation is subject to a fee.

3. A renewal of the Subscription by the Licensee grants the Licensee software updates, either predefined or unlimited technical support, and warranty for the renewed period. Subscription

should be renewed before the expiry date. It must be renewed before the expiry date + 1 month, otherwise, Licensee will lose its eligibility for renewing. Subscription renewal will extend the Subscription from the expiration date of the old Subscription.

4. Licensor does not sell the Software, Documentation, or Information to the Licensee. Licensor remains the owner of all portions of the Software and Documentation provided Licensee at all times.

5. Under the terms of this EULA, and the grant of a license to an application developer, a Licensee may: (a) install the Software on multiple development computers, per single seat; (b) use a version of the Software built before the Subscription expiration date; (c) distribute a royalty-free compiled application with the Software libraries which are being referenced by the application (LightningChart.*.dll).

6. Under the terms of this EULA, and the grant of a license to an application developer, a Licensee may not: (a) distribute the license key files, license key strings or setup files of the Software; (b) distribute the LightningChart “License Manager” program; (c) distribute the LightningChart XML files; (d) use the Software to build Software Development Kit(s), Microsoft Visual Studio Add-on(s) (internally used or publicly offered or sub-licensed) without written consent from Licensor; (e) share the license key(s) of the Software with others (other teams/locations/offices) who are not covered by this license; (f) create a rival software based on the Software of its source code; (g) create derivative Software works thereby seeking to assume ownership of the Software; (h) reverse-engineer, decompile or disassemble the Software; (i) rent or lease the Software to anyone; (j) transfer the license to a 3rd party, such as a sub-contractor, without informing Licensor and without the written approval of Licensor; and (k) use the on-line map tile data service’s license keys – possibly provided in example code – in Licensee’s applications.

7. Licensee must use an obfuscation tool, to prevent all license keys and deployment keys from being visible for reverse-engineering and disassembler tools.

8. If Licensee has obtained a Subscription with Source Code, Licensee must use obfuscation tool to obfuscate the Software libraries that the Licensee builds.

9. If a perpetual license was purchased, consequently all other licenses that will be purchased must be of the same type. It is possible to obtain different license type for the same company if the licenses will be purchased and used by another team, department, or office within the same organization that works on another project/product.

10. No other right or license is granted by Licensor to Licensee, either expressed or implied, with respect to any other Intellectual Property Rights owned, possessed, or in which Licensor has or shall have any other rights, except as expressly set forth in this EULA.

ARTICLE VI – NON-CHARTING DEVELOPERS

1. All developers programming LightningChart .Net API directly, need a license, while other team members who don’t have a license, may experience limitations in functionality. Charting developers (with licenses) can generate a Deployment Key, and assign this Deployment Key to the source code of the project. Non-charting developers (using the assemblies the charting developers made) can’t see the charts in Visual Studio designer. If running the application with the debugger attached, the chart shows up, but with low-performance mode (~1 frame/sec), and shows a nag message. If development

in Visual Studio designer or unrestricted usage while debugging is required, a Developer license is needed.

ARTICLE VII – GEO MAP DATA SERVICES

1. *By this EULA, Licensor does not provide or grant any license for any online map tile data service. Using online tile maps needs obtaining an online map data license from the tile data provider and applying the service's license keys in the Licensee's application.*

ARTICLE VIII – LIGHTNINGCHART .NET TRADER

1. LightningChart .NET Trader API (TradingCharts) can only be used with a license. Licensor has implemented compatibility with certain data providers, out-of-the-box. Licensee needs to buy their own data contract from the data provider and apply the data contract's API key to be able to use the data contract. LightningChart does not come with any data contract and does not pass the usage rights to any Licensee.

ARTICLE IX – SUBSCRIPTION WITH SOURCE CODE

1. Subscriptions “with source code” allow modifying the Software and using the modified software in Licensee's application, and acts as a risk avoidance approach for customers having this policy. Consultancy regarding source code is not included. For consultancy, contact Licensor.
2. Licensee is strictly forbidden to remove license protection system by using the source unless agreed with Licensor in writing.

ARTICLE X – LIMITS AS TO SOURCE CODE AND REPRODUCTION

1. 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 party or team member, to disassemble, decompile or reverse engineer the Software. Licensee is not to copy or otherwise make copies of the Software.
2. Licensee may not: (a) distribute the license key files, license key strings, or setup files of the Software; (b) distribute Licensor's “License Manager” program; (c) distribute Licensor's XML files; (d) allow the use the Software on more than 1 computer per license, without prior written consent from Licensor; (e) share the license key(s) of Software with others; (f) create a rival software product based on the Software or its source code; (g) create derivative software works of the Software; (g) remove or bypass license key handling routines; and (i) reverse-engineer, decompile or disassemble the Software.

ARTICLE XI – SUPPORT

ARTICLE XI.I – GENERAL PROVISIONS

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 either with unused support tickets available or with Premium support plan. Each Support question/topic is equivalent to

one Support ticket. Requests for features or bug reports are not considered as 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.
3. If a license was purchased. e.g., with standard or premium support level, consequently, all other licenses must be purchased or upgraded to have the same support level. It is possible to obtain a license with different support level for the same company if the licenses will be purchased and used by another team, department, or office within the same organization that works on another project/product.

ARTICLE XI.II – PREMIUM SUPPORT

1. Premium support plan grants access to priority support, submitting unlimited number of support requests, and a yearly 30 minutes video call with the Licensor's support/development team.
2. Priority support is defined as support that is provided in a priority manner over any other requests/support tickets submitted by subscribers of Standard and Limited support plans.
3. Priority support requests are to be handled within 24 business hours.
4. Premium support is part of the subscription. Premium support is provided to the Licensee during the validity of the subscription

ARTICLE XII – SUPPORT OBLIGATIONS

1. Licensor's Support obligation under this EULA is to make reasonable endeavors to resolve issues raised by Licensee, which in no event shall include on-site support.
2. Licensor may subcontract any of its Support obligations to a third party for fulfillment

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.
2. Upon request, Licensee will provide Licensor with a written statement of compliance signed by 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 and those using the Software under the license granted by this EULA.

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.
3. Licensee 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.
4. Licensor warrants and represents to Licensee that the Intellectual Property Rights and Software being licensed in accordance with this EULA shall be free of any claims which may be made by a third party.
5. Notwithstanding any other term or condition in this EULA, Licensor warrants that it is the owner of all right, title, and interest in and to the Copyright in the Software.
6. Licensee acknowledges and agrees that Licensor retains ownership of the underlying Information, ideas, concepts, and designs in Software and that the rights of Licensee are limited to those granted in this EULA.
7. In case of an error in the Software, Licensee will make its best for repairing the error and deliver a new version of the Software to Licensee, during 30 days from date Licensee has been informed of such error.
8. If Licensee has modified the Software, Licensor will not give a warranty for the modified parts, or for other parts that have got broken as a result of modifying of the Software by the Licensee. Further, if Licensee has modified the Software, Licensor will have no obligation to fix the Software, related to the modified parts, or for other parts that have got broken as a result of modifying the Software by the Licensee.
9. Licensor does not guarantee that any functions contained in the components will meet your requirements, or that its operations will be error-free. The entire risk as to the software performance or quality, or both, is sole with the users and not Licensor. To the extent that geographic maps be delivered with the Software, or imported by the developer, they are as accurate as the source data is. Licensor does not guarantee the accuracy of the map source data, provided by several suppliers and will not be liable for any time loss or accident caused by inaccurate maps or their presentation.
10. Licensor does not guarantee the operation of online map tile data services, such as MapQuest, Here, or WeatherBug, if internet connectivity problems exist, such service is off-line, retrieve rate limit has been exceeded, service's licensing policy has changed, data transfer protocols or data transfer commands have been changed or service has been permanently shut down.
11. Geographic maps delivered with the Software, or imported by the Licensee, are as accurate as the source data is. Licensor does not guarantee the accuracy of the map

source data, provided by several suppliers. Licensor will not be liable for any time loss or accident caused by inaccurate maps or their presentation.

12. In all circumstances, Licensor's liability is limited to refunding the price of the license.

13. **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.**

14. The warranties provided in this Article shall survive any termination of this EULA.

ARTICLE XVI – INFRINGEMENT INVOLVING THIRD PARTIES

1. In the event that Licensee shall become aware of an infringement by third parties of anything licensed under this EULA, or that another licensee is violating the EULA, Licensee shall promptly notify Licensor of such infringement or breach of the EULA, and it shall do such acts and provide such information to Licensor that would be necessary or desirable in relation to this EULA.

ARTICLE XVII – 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 XVIII – 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.

2. Should the terms and conditions of any other agreement between Licensee and any third parties or documents exchanged relating to the subject matter of this EULA be unenforceable, ambiguous, or in conflict with the terms and conditions set forth in this EULA, Licensee agrees to reject the terms and conditions of the other agreement(s) or documents, and the terms and conditions of this EULA shall supersede the other terms and conditions that govern any relationships between Licensee and the third parties. The terms and conditions of this EULA apply as stated herein irrespective of any limitation of liability or indemnification obligation in any other agreement between the Licensee and associated third parties.

ARTICLE XIX – 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 Software 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 XX – REFERENCE CUSTOMER

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

ARTICLE XXI – VIOLATION OF EULA TERMS

1. If Licensee has in any way neglected payment of Software or violated the terms of the EULA, Licensor has the right to immediately terminate the EULA and all services regarding Software. Upon such a case, the Licensor may black-list the license keys.
2. If Licensee has neglected the mandatory obfuscation or otherwise leaked license keys, the source code of the Software or Confidential Information by Licensee may lead to legal actions and claim of damage by Licensor.

ARTICLE XXII – EULA REVISIONS

1. Licensor keeps the right to modify the terms of this EULA to comply with the 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. By taking a new version of Software in use, the new EULA revision applies.

ARTICLE XXIII – 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 XXIV – RIGHT TO TRACK SOFTWARE

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 Licensor’s servers which include an identifier for the license and whether the Software is being used at design time, for the purpose of license auditing. License auditing telemetry data contains no identifiable data about the Licensee’s users, developers, organization, location, IP address, or any other way to identify the end-user of the Software.
3. Licensor keeps the right, to receive and process usage statistics of Demo applications, Documentation, Tool windows usage, in order to improve the product features and support. Licensee can prohibit this information from being sent to Licensor in the aforesaid materials.

ARTICLE XXV – CONFIDENTIALITY

1. Confidential Information and Information are the essences of this EULA. Accordingly, Licensee, on behalf of itself and its employees and any related Entity, 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 XXVI – 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 the Software, during the term of this EULA and the Subscription and for a period of two (2) years after their termination or expiration. This provision shall survive the termination of the EULA.

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, related Entity, 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. The provisions of this section shall survive the termination of this EULA.

ARTICLE XXVII – 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 XXVIII – TERM

1. This EULA shall commence on the Effective Date, 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 XXIX – 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 XXX – 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 an arbitration proceeding, including the reasonable attorney's fees and costs.

ARTICLE XXXI – 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 XXXII – 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, except as otherwise provided for in this EULA.

ARTICLE XXXIII – 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 XXXIV – NON-DISPARAGEMENT

1. During the term of this EULA and thereafter, Licensee agrees not to disparage the other or to make any negative comments about Licensor, its agents, partners, officers, directors, employees, or representatives.

ARTICLE XXXV – 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 XXXVI – LICENSOR'S RIGHT NOT TO GRANT A LICENSE

In sole discretion of the Licensor, Licensor has the right not to grant a license, if granting a license may harm Licensor's reputation, Licensee is in competitive position of any of Licensor's product lines and business, or when the end user count of the deployed applications is significantly high, 10,000 users or more, where the contract is available as a custom Technology license.