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This End User License Agreement (this "EULA") contains the terms and conditions regarding your use of the SOFTWARE (as defined below) and material limitations to your rights in that regard. You should read this EULA carefully.

By installing the TeeChart Pro ActiveX version 2019 software (hereinafter the "SOFTWARE"), you are accepting the following EULA.

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"Developer" means a person using the SOFTWARE in accordance with the terms and conditions of this EULA.

"Network Server" means a computer with one or more computer central processing units (CPU's) that operates for the purpose of serving other computers logically or physically connected to it, including, but not limited to, other computers connected to it on an internal network, intranet or the Internet. "Web Server" means a type of Network Server that serves other computers more particularly connected to it over an intranet or the Internet.

"Developed Software" means those computer software products that are developed by or through the use of the SOFTWARE. "Developed Web Server Software" means those Developed Software products that reside logically or physically on at least one Web Server and are operated (executed therein) by the Web Server's central processing unit(s) (CPU). "Developed Desktop Software" means those Developed Software products that are not Developed Web Server Software, including, for example, standalone applications. "Redistributable Files" means the SOFTWARE files or other portions of the SOFTWARE that are provided by Steema and are identified as such in the Documentation for distribution by you with the Developed Software. "Developer" means a person using the SOFTWARE in accordance with the terms and conditions of this EULA.

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Upon purchase of the SOFTWARE a unique serial number (the "Serial Number") is provided by Steema either electronically or via the delivery channel. The Serial number provides a means to install and Register the SOFTWARE. The Serial Number is subject to the restrictions set forth in this EULA and may not be disclosed or distributed either with your Developed Software or in any other way. The disclosure or distribution of the Serial Number shall constitute a breach of this EULA, the effect of which shall be the automatic termination and revocation of all the rights granted herein.

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You may not rent or lease the SOFTWARE. You may transfer the SOFTWARE to another computer, provided that it is completely removed from the computer from which it was transferred. You may permanently transfer all of your rights under the EULA, provided that you retain no copies, that you transfer all the SOFTWARE (including all component parts, the media and printed materials, any dates, upgrades, this EULA and, if applicable, the Certificate of Authenticity), and that the recipient agrees to the terms and conditions of this EULA as provided herein. Steema should be notified in writing of license transfers where the company of the recipient is different to that of the original licensee. If the SOFTWARE is an update or upgrade, any transfer must include all prior versions of the SOFTWARE.

5. Termination.

Without prejudice to any other rights it may have, Steema may terminate this EULA and the Licenses if you fail to comply with the terms and conditions contained herein. In such an event, you must destroy all copies of the SOFTWARE and all of its component parts.

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2. You Indemnify Steema.

You agree to indemnify, hold harmless, and defend Steema and its suppliers and resellers from and against any and all claims or lawsuits, including attorney's fees, that arise or result from this EULA.

3. Interpretation of this EULA.

If for any reason a court of competent jurisdiction finds any provision of this EULA, or any portion thereof, to be unenforceable, that provision of this EULA will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this EULA will continue in full force and effect. Formatives of defined terms shall have the same meaning of the defined term. Failure by either party to enforce any provision of this EULA will not be deemed a waiver of future enforcement of that or any other provision. Except as otherwise required or superseded by law, this EULA is governed by the laws of Spain. If the SOFTWARE was acquired outside of Spain, then local law may apply.