End User License Agreement (EULA) Version 1.0 applicable from January 10, 2018.

The following end-user license agreement and terms of services to be provided ("EULA") constitute an agreement between You ("You") and SIA "Data Visualization Software Lab" ("DVSL") and governs Your use of the Software and the Services (as specified below).

THE SOFTWARE IS LICENSED, NOT SOLD. YOUR USE OF THE SOFTWARE IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS EULA. BY DOWNLOADING AND/OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE EULA AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS STATED BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE EULA, DO NOT INSTALL AND/OR USE THE SOFTWARE.

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“Services” means all maintenance and support services made available by DVSL and ordered by You by selecting either the Standard Support Services or the Premium Support Services.

COMPANY
“COMPANY” is a legal entity for which the Licence is purchased.

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GENERAL CONDITIONS OF EULA
1. LICENCE

1.1. The Software is made available either under a Free Licence, Paid Subscription Licence or Paid Perpetual Licence, each with its own Special Conditions set out following the General Conditions.

1.2. PERMITTED USE. Unless otherwise explicitly set forth within this EULA, DVSL hereby grants You the non-exclusive, non-transferable, non-sub-licensable, limited rights to use the Software as it set forth more in detail within the EULA and respective Special Conditions. This LICENCE either in whole or in part may be assigned or transferred to another legal or natural person provided such person is a new owner/holder of the particular Project and undertakes all and every rights and obligations of the particular Project and/or this EULA.

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1.4. COPYRIGHT. The Software and all related rights, including the proprietary rights therein, are owned by DVSL, its licensors or affiliates and are protected according to the provisions of international treaties and all applicable national laws. This EULA does not convey to You nor allow You to acquire any title or ownership interest in the Software or rights therein.

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1.6. LICENSE TERM. Unless otherwise explicitly set forth within the Special Conditions, the term of Your license under this EULA shall commence on the date that You accept this EULA by installing, copying or otherwise using the Software and ends on the earlier date of either Your disposal of the Software. This EULA and Your license terminates immediately if You attempt to circumvent any technical protection measures used in connection with the Software or You otherwise use the Software and/or Services in breach of the terms of this EULA.

1.7. ONLINE LICENCE VALIDATION. DVSL reserves the right to perform online licence validation upon the usage of the Software for specific types of EULA Licences as set forth explicitly within the relevant Special Conditions of the EULA.

1.8. RESTRICTIONS. Unless otherwise explicitly set forth within this EULA, You may not:

1.8.1. loan, rent, lease, sublicense, distribute or otherwise transfer all or any part of the Software to third parties;

1.8.2. remove or destroy any proprietary markings or legends or any encrypted license keys or similar security devices placed upon or contained within the Software.

2. SERVICES

2.1. DVSL offers optional support and maintenance services as Services Packages for the Software, which You may elect to purchase in addition to Your LICENCE. Your rights with respect to support and maintenance services are conditional on Your decision to purchase the Service Package and the level of the selected Service Package that You have purchased.

2.2. Upon its own discretion DVSL may offer to conclude with You a Service Level Agreement. In a case the Service Level Agreement is concluded by You and DVSL, the terms and conditions of such agreement shall supplement and/or amend this EULA. Whenever there is a conflict, the provisions of the Service Level Agreement shall prevail over those in this EULA.
2.3. DVSL has to ensure the Services only in cases You fully comply with the terms and conditions of this EULA and have fully made payment of all fees and remunerations.

3. FEES AND PAYMENTS

3.1. For the Licence granted to You according to this EULA You are obliged to pay the License fee in the amount and according the pricing terms and conditions published on www.zoomcharts.com.

3.2. For the Services to be provided to You according to this EULA You are obliged to pay the Service fee as the annual payment or as the monthly payment based on the selected Services Package for the Software in the amount and according the terms and conditions set forth with the Special Conditions of this EULA. The Service fee for particular Service Package is established regardless of the number or substance of Software updates and upgrades made available during the particular time period.

3.3. The specific amounts of Licence fee and Service fee for the Software, as well as the hourly rate applied to the provided Technical Support Services are available in the home site of DVSL. DVSL retains its rights to unilaterally amend the amount of all fees and rates by placing the respective notification within the home site of DVSL here at least 30 (thirty) days before such amendments become effective.

3.4. In case You have not made any payment for the Service fee and/or any payment of invoices for the provided Technical Support Services, it is considered that You have resigned from such further services and DVSL is not obliged to ensure such Services to You.

3.5. In addition to the payments of fees set forth within this EULA, You are obliged to pay also the applicable taxes or duties, including the value added tax.

4. DELIVERY OF SOFTWARE

4.1. When ordering and purchasing the Software within the homepage of DVSL operating at www.zoomcharts.com, You will create Your own account operating by means of e-mail address indicated by You and protected by the password selected by You. Such account will ensure Your access to Software acquired by You and other notices and communication sent to You by DVSL in relation to this EULA.

4.2. After the receipt of Licence Fee, DVSL will send to You an informative e-mail confirming the transaction. Immediately after receiving payment of Licence Fee by DVSL, access to SpreadSheet Analytics will be granted to You within Your Account in the homepage of DVSL operating at www.zoomcharts.com.

5. OWNERSHIP AND THIRD PARTY SOFTWARE

5.1. You acknowledge and agree that this EULA does not grant You any title or rights of ownership in the Software or any right to use, copy, transfer or disclose all or any portion of Software, except as expressly provided in this EULA.

5.2. All rights, titles, and interest in the Software and in any ideas and knowledge which are developed by DVSL in the course of providing any technical services, including any enhancements or modifications made to the Software, shall at all times remain the property of DVSL.

5.3. The structure, organisation and code of the Software are the valuable trade secrets and confidential information of DVSL. You agree to fully comply with Your obligations set forth in Sections 1.5., 1.6. and 10. of this EULA.

6. COLLECTION AND USE OF INFORMATION AND DATA
6.1. By installing and using the Software and/or accessing and using the Services, You consent that DVSL may collect and use such information and data for the execution of this EULA.

6.2. DVSL respects Your privacy rights and recognizes the importance of protecting any information collected about You. By installing and using of the Software and/or accessing and using the Services, You consent with the terms and conditions of DVSL Privacy Policy and to any terms and conditions included therein by reference.

7. REPRESENTATIONS AND WARRANTIES

7.1. You acknowledge that the Software is provided "as is" and neither DVSL nor any of its licensors make any representations or warranties, express or implied, including but not limited to the warranties of merchantability or fitness for a particular purpose or that the Software will not infringe any third-party rights.

7.2. DVSL or its licensors provide no warranty that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error-free. DVSL and its licensors hereby disclaim any and all liability on account thereof. You assume all responsibility to achieve Your intended results and for the installation, use, and results obtained from it.

8. LIABILITY

8.1. DVSL shall be liable only for the direct damages caused to You in the result of activities for which DVSL is to be guilty in the amount not exceeding the licence fee of Software applied by DVSL when licensing this Software according to the EULA. In no case DVSL shall be obliged to remunerate any indirect damages to You.

8.2. DVSL shall not be obliged to undertake the liability for claims raised by any third persons because You have used the Software contrary to the terms of this EULA and/or You have otherwise violated the terms of this EULA.

8.3. You shall indemnify, defend and hold DVSL harmless from and against any and all damages, losses and expenses arising directly or indirectly from: (i) Your acts and omissions to act in using the Software and/or the Services pursuant to the terms of the EULA or (ii) Your breach of this EULA.

8.4. You shall be liable for the compliance with the terms and conditions of the Third party Software as it is set forth in Section 5 of this EULA and shall release DVSL from and undertake the liability for claims raised by any third persons because You have used the Software contrary to the terms of this EULA and/or You have otherwise violated the terms of this EULA.

9. TERM AND TERMINATION.

9.1. The LICENCE to use the Software and this EULA terminates immediately after the expiration of LICENCE term as set forth within Section 1.7.

9.2. You may terminate the LICENCE to use the Software and this EULA at any time by destroying the Software and documentation together with all copies in any form.

9.3. DVSL shall have the right to unilateral termination of the LICENCE to use the Software and this EULA with immediate effect by giving You a written notice, in case You have delayed any payment hereunder for more than 30 (thirty) days and failed to remedy such delay immediately after receipt of a respective reminder from DVSL.

10. APPLICABLE LAW AND FORUM. The laws of Latvia shall govern this EULA. The courts in Latvia shall settle any disputes arising out of or relating to this EULA.
11. MISCELLANEOUS.

11.1. This EULA represents the entire agreement between You and DVSL relating to the Software and supersedes all prior oral or written communications, proposals, and representations with respect to its subject matter.

11.2. You shall not have the right to assign or otherwise transfer Your rights or obligations under this LICENCE except with the written consent of DVSL.

11.3. If any provision of this EULA is held invalid, all other provisions shall remain valid unless such validity would frustrate the purpose of this EULA. This EULA shall be enforced to the full extent allowable under applicable law.

11.4. No modification to this EULA is binding, unless made in writing and agreed to by a duly authorized representative of each party. This EULA shall be binding on and shall inure to the benefit of the heirs, successors, and assigns of the parties hereto. The failure of either party to enforce any right resulting from the breach of any provision of this EULA by the other party will not be deemed a waiver of any right related to a subsequent breach of such provision or any other right hereunder.

SPECIAL CONDITIONS OF EULA: FREE LICENCE

The following Special Conditions of EULA shall supplement or amend the General Conditions of EULA. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions (GC) of EULA. The corresponding GC clause number is indicated in parentheses.

1. [1.1. GC] DVSL grants You the rights to use the free edition of the Software. You are not entitled to in any way modify the Software or its functionality and to make any changes to the source code of Software. This Licence does not entitle You to use any of the paid or advanced editions of the Software.

2. [1.6. GC] The EULA becomes effective and binding upon downloading the free custom visuals from the Microsoft© Office© Store, DVSL operated zoomcharts.com site or anywhere else.

3. [1.7. GC] DVSL may perform online Licence validation to ensure that the Licence is used in line with conditions set forth by EULA.

4. DVSL does not provide and ensure to You any Premium Services.

6. [2.2. GC] DVSL may offer You to conclude the Service Level Agreement according to the terms and conditions used by DVSL at that time. The provision of such services by DVSL may be subject to additional services fees or other conditions.

7. [3.1. GC] DVSL grants the Licence and rights provided thereby for free without any obligation to pay any Licence Fee.

SPECIAL CONDITIONS OF EULA: PAID SUBSCRIPTION LICENCE

Conditions of EULA. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions (GC) of EULA. The corresponding GC clause number is indicated in parentheses.

1. [1.1. GC] By obtaining this Licence, DVSL grants You the rights to download and use the Software only within Microsoft© Power BI © software. The Licence is issued on a per-company basis. Company must obtain such licence that corresponds to the User count. If User count in company increases, You have to upgrade your licence to one that corresponds the new User count. In case Your account access cred
entials are lost or stolen, You must notify DVSL as soon as possible. You are not entitled to anyhow modify or supplement the Software or its functionality and to make any changes to the source code of Software. Licence is valid for one Instance.

2. [1.6. GC] DVSL may perform online Licence validation to ensure that the Licence is used in line with conditions set forth by EULA. Online Licence validation may be substituted with an expiration date in the Licence key itself.

3. [1.7. GC] The EULA becomes effective and binding upon when Your subscription is started. The subscription period starts immediately upon purchase of such Licence when DVSL has received the first payment of Licence fee and is automatically prolonged after selected number of months as chosen by You (1 or 12). This EULA is valid and binding upon You and DSVL as long as all and every payment of recurring Licence fee is duly settled by You and received by DVSL. This EULA and Your Licence terminates immediately if any recurring payment of Licence fee is overdue by more than 30 (thirty) calendar days.

4. [2.2. GC] DVSL may offer You to conclude the Service Level Agreement according to the terms and conditions used by DSVL at that time. The provision of such services by DVSL may be subject to additional services fees or other conditions.

5. [3.1. GC] Upon purchase of the Licence, You will be charged the amount which depends on the selected plan, user-seat count and payment term. Subsequently, You will be charged after selected number of months (either after one or twelve). If the respective payment of Licence fee is unsuccessful, DVSL will retry taking this payment for next 15 (fifteen) days. In case during these days the payment method does not become valid, DVSL will stop attempting to charge the respective Licence fee. Afterward You will have additional 15 (fifteen) days to setup a new payment method to ensure that DVSL receives the payment of Licence fee. Failure to update Your payment method will result in the termination of the EULA as set forth in Clause 2 of the Special Conditions.

6. [1.8. GC] DVSL may perform the online Licence validation check upon Your usage of the Software to ensure that You have a valid and active subscription unless Licence contains expiry date in which case Software will validate the expiry date against the user devices time and in case the date has passed the set expiry date, an image will be added to the visualization to notify the user that the Licence must be extended or the use of it should be terminated.

SPECIAL CONDITIONS OF EULA: PAID PERPETUAL LICENCE

The following Special Conditions of EULA shall supplement or amend the General Conditions of EULA. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions (GC) of EULA. The corresponding GC clause number is indicated in parentheses.

1. [1.1. GC] By obtaining this Licence, DVSL grants You the rights to download and use the Software only within Microsoft® Power BI © software. The Licence is issued on a per-company basis. Company must obtain such licence that corresponds to the User count. If User count in company increases, You have to upgrade your licence to one that corresponds the new User count. You may not distribute Your access credentials of Your account to anyone else. In case Your account access credentials are lost or stolen, You must notify DVSL as soon as possible. You are not entitled to anyhow modify or supplement the Software or its functionality and to make any changes to the source code of Software. Licence is valid for one Instance.

2. [1.6. GC] DVSL may perform online Licence validation.
3. [1.7. GC] The EULA becomes effective and biding upon when Your purchase the Licence.

4. [2.1.1. GC] You are entitled to upgrades and updates made generally available by DVSL to its clients for 12 months after the purchase of the Licence. While You are entitled to upgrades and updates, You may prolong Your access to updates and upgrades at the cost of 30% from the initial period for another 12 months time. This option expires when Your access to upgrades and updates has expired. You may continue to use the Software indefinitely even if You choose not to prolong Your access to updates and upgrades.

5. [2.2. GC] DVSL may offer You to conclude the Service Level Agreement according to the terms and conditions used by DVSL at that time. The provision of such services by DVSL may be subject to additional services fees or other conditions.

6. [3.1. GC] Upon the purchase of the Licence, You will be charged the amount which is depends on the selected custom visuals and the amount of users.

7. [1.8. GC] DVSL may perform online Licence validation.

8. [4.2. GC] After completing the payment, DVSL will provide You with a link where You will be able to download the selected custom visuals.