ZOOMCHARTS ® JAVASCRIPT CHARTS END-USER LICENSE AGREEMENT AND TERMS OF SERVICES TO BE PROVIDED

The following end-user license agreement and terms of services to be provided ("EULA") constitute an agreement between 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.

SOFTWARE

"Software" means ZoomCharts ® JavaScript Charts (United States Patent No. 11,645,343; No. 11,921,804) software distributed, published or otherwise made available by DVSL within its website or elsewhere (in the form of, including but not limited to, CSS/PNG/JPG/JavaScript files) and all of the contents thereof, including any related DVSL or third-party software and upgrades, modified versions, updates, additions and copies of the Software, if any. It also includes the user and technical instructions and manuals, which are generally provided by DVSL in relation to the usage of Software.

SERVICES

"Services" means all maintenance and support services made available by DVSL and ordered by you .

PROJECT

"A Project is a website with a single domain name, a web application, an intranet, or a mobile application. You may install, use, and further develop the Software only within the boundaries of your Project or the Project of one of your clients.

PRODUCTION ENVIRONMENT

"Production Environment" means the equipment, software and processes used to deploy the Project for purposes other than developing the Software, quality assurance testing or user acceptance testing environments.

INSTANCE

"Instance" is a Server or Workstation with no more than eight processor cores which belongs to Production Environment and where part of the PROJECT that integrates SOFTWARE is located. One "Instance" licence is valid for cluster of Virtual servers that combined use no more than 8 cores.

NAMED USER

"Named User" is a specific user within your organisation which has access to a Project with Software.

THIRD-PARTY SOFTWARE

"Third-party software" means software that is developed by third parties and is included in the Software. For a full list of included libraries and licenses under which they are embedded in the Software, visit the following link: https://zoomcharts.com/en/javascript-charts-library/faq/#oss

GENERAL CONDITIONS OF EULA

1.   LICENCE

1.1.   The Software is made available either under a **development licence**, a **perpetual project licence**, a **subscription licence**, or a **free project licence**, an **OEM licence per-unit**, an **OEM licence for unlimited**

units, **Instance licence**, **Per-Named-User 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 install and use the Software solely for purposes and benefit of the Project as it set forth more in detail within the Special Conditions. The rights and permissions granted according to this LICENCE are provided exclusively for their exploitation within the Project. This LICENCE either in whole or in part, may not be assigned or transferred to any other Project and/or used for the benefit of and/or in relation to any other Project. 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 right and obligation of the particular Project and/or this EULA.

1.3.   BACKUP/ARCHIVAL COPIES. You may make the unlimited number of backup/archival copies of the Software, provided your backup/archival copies are not installed or used on any computer/workstation.

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.

1.5.   REVERSE ENGINEERING. Except and to the limited extent as may be otherwise specifically provided by the applicable law, you may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, underlying ideas, user interface techniques or algorithms of the Software by any means whatsoever.

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 your disposal of the Software. This EULA and your license terminate 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 except to the limited extent in the case you and DVSL have to conclude a specific OEM Licence and/or a specific re-distribution agreement whereby you have been granted the rights to include the Software within the Project and you have been explicitly granted the rights to use and distribute the Software as OEM (Original Equipment Manufacturer) and/or other specific redistributing 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.

1.9.   INSTALLATIONS. Licence key may be used simultaneously in one Instance only. For multiple Instances or Instances that exceed the processor core limit additional Instance Licences must be obtained.

2.   SERVICES

2.1.   ACCESS TO UPDATES

2.1.1. For Development Licence, or Perpetual Project Licence, or Free Project Licence or OEM per-unit Licence or OEM for unlimited units Licence, you will receive the Software "AS IT IS" and for a period of 12 (twelve) months you will receive updates and upgrades made generally available by DVSL to its clients free of charge. After the initial period of 12 (twelve) months you will be entitled to prolong the receipt of such Software updates and upgrades for a remuneration for an additional 12 (twelve) month period by informing DVSL no later than 30 (thirty) days after the end of the term. If you will choose to prolong the term for receiving Software updates and upgrades you will be offered the opportunity to receive such Software updates and upgrades by providing the remuneration corresponding to 30% (thirty percent) of the License Fee. If you will not choose to prolong the term for receiving of Software updates and upgrades, you will lose forever the rights to renew your rights to receive them. Afterwards to continue receiving such Software updates and upgrades, you will need to acquire / purchase again a new license for the Software.

2.1.2. For Subscription License, you will receive the Software "AS IT IS" and you will receive updates and upgrades made generally available by DVSL to its clients free of charge during the subscription period.

2.2.   ACCESS TO EMAIL SUPPORT: you will have access to DVSL free email support, which is provided based on the availability of the technical resources and no SLA is provided. Typically, you should expect to get an answer within 1 (one) business day. For a guaranteed SLA, you need to conclude a separate Enterprise Service Level Agreement with DVSL. In a case an Enterprise 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 must 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 to the pricing terms and conditions published on www.zoomcharts.com or based on the quote that has been provided to you by DVSL.

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 to 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.

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 and withholding 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 the information regarding the Software licences acquired by you and other notices and communication sent to you by DSVL 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, your licence will be added to the Section "My Licences" within your Account in the homepage of DVSL operating at www.zoomcharts.com.

4.3.   DVSL agrees to provide the Software within your Account and you are entitled to download and install the Software in accordance with the documentation and materials furnished by DVSL.

5.   OWNERSHIP AND THIRD-PARTY SOFTWARE

5.1.   You acknowledge and agree that this EULA does not grants 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 know-how which are developed by DVSL while 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 it 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 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 licencing 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.

8.5   DVSL reserves the right to request you a proof of usage of the Software to ensure that you are complying with the EULA. DVSL may at its own cost request an independent auditor to perform the validation of the proof of the usage of the Software. If auditor determines that there is a violation of the usage terms or any other EULA terms, you shall be responsible to cover the audit fees and all loses related to the breach of the 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 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: DEVELOPMENT 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 install and use the Software for the development for your personal exploitation only and exclusively within the Project specified within the documents related to the acquisition of this Licence according to the purposes foreseen for operation of the Software. Within the permitted exploitation of the Software, you are entitled to perform the development activities with Software, quality assurance testing and user acceptance testing of Project that includes Software. You are entitled to reproduce, translate, adapt or otherwise amend the Software and the results of its operation only and exclusively where it is necessary for ensuring of Software's operations, including for ensuring the interoperability of Software with other software or systems, as well as in cases explicitly provided by the applicable laws. 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. Licence is not valid for Production Environment.

2.   [1.6. GC] The EULA becomes effective and binding upon the creation of account as it is defined within Section 4.1. of General Conditions.

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.   [1.8. GC] In addition to the restriction set forth within the General Conditions of EULA, you are not permitted to use the Software within the Production Environment.

SPECIAL CONDITIONS OF EULA: PERPETUAL PROJECT 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] Considering that the Project is placed into the Production Environment, DVSL grants you the rights to install and use the Software for your personal exploitation only and exclusively within the Project specified within the documents related to the acquisition of this licence according to the purposes foreseen for operations of the Software. The usage of Software within the specified Project is recognised as your personal exploitation of the Software. To the limited extent only in the case (i) you are ensuring the SAAS (Software as a service) solution or the software rental service to third parties; and/or (ii) the access to the Software and its use by third parties is provided by you in the form of a service; and/or (iii) the Software is the integral part of the set of integrated software components contained within your Project, you may use the Software within the SAAS (Software as a service) solution when implementing your own commercial plans. you are entitled to reproduce, translate, adapt or otherwise amend the Software and the results of its operation only and exclusively where it is necessary for ensuring of Software's operations, including for ensuring the interoperability of Software with other software or systems, as well as in cases explicitly provided by the applicable laws. 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 does not perform online licence validation upon the usage of the Software.

3.   [1.7. GC] The EULA becomes effective and binding upon when the Licence Fee is received by DVSL.

4.   [1.8. GC] In addition to the restrictions set forth within the General Conditions of EULA, the EULA and the Licence granted to you are tailored to the specific Project and neither this EULA and/or the Licence granted to you either in whole or in a part can be transferred to another Project and/or assigned or sold separately from the Project for which the EULA and the Licence were obtained.

SPECIAL CONDITIONS OF EULA: SUBSCRIPTION PROJECT 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] Considering that the Software/the Project is placed into the Production Environment, DVSL grants you the rights to install and use the Software for your personal exploitation only and exclusively within the Project specified within the documents related to the acquisition of this licence according to the purposes foreseen for operations of the Software if this EULA and the Licence thereto is active/valid. The usage of Software within the specified Project is recognised as your personal exploitation of the Software. To the limited extent only in the case (i) you are ensuring the SAAS (Software as a service) solution or the software rental service to third parties; and/or (ii) the access to the Software and its use by third parties is provided by you in the form of a service; and/or (iii) the

Software is the integral part of the set of integrated software components contained within your Project, you may use the Software within the SAAS (Software as a service) solution when implementing your own commercial plans. you are entitled to reproduce, translate, adapt or otherwise amend the Software and the results of its operation only and exclusively where it is necessary for ensuring of Software's operations, including for ensuring the interoperability of Software with other software or systems, as well as in cases explicitly provided by the applicable laws. 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 terminates at the end of period for which DVSL has received the period payment of Licence fee. This EULA is valid and binding upon you and DSVL if all and every period payment of Licence fee is duly settled by you and received by DVSL. This EULA and your Licence terminate immediately if any period payment of Licence fee is overdue by more than 30 (thirty) calendar days.

4. [1.8. GC] In addition to the restriction set forth within the General Conditions of EULA, the EULA and the Licence granted to you are tailored to the specific Project and neither this EULA and/or the Licence granted to you either in whole or in a part cannot be transferred to another Project and/or assigned or sold separately from the Project for which the EULA and the Licence were obtained.

8. [3.1. GC] Upon purchase of the licence, you will be charged the amount for the first period. Subsequently, you will be invoiced two months before the end of the prepaid period. In case of online payments via Stripe, your payment method will be charged once the invoice is created. If the respective period payment of Licence fee is unsuccessful, DVSL will retry taking this payment for up to next 90 (ninety) days. In case during these days the payment method does not become valid, DVSL will stop attempting to charge the respective Licence fee. You will have 90 (ninety) days since the invoice creation to update your payment method if your current payment method is failing. Failure to update your payment method will result in the termination of the EULA as set forth in Clause 2 of the Special Conditions.

9. [1.8. GC] DVSL will 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.

10. [9.4 GC] If DVSL discontinues its business or operations, you shall have the right to continue the use of the Software indefinitely but within the bounds as specified by the terms of this EULA. In such conditions you are also allowed to modify Software as necessary for the purposes of support of your Project.

SPECIAL CONDITIONS OF EULA: FREE PROJECT 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 royalty-free rights to install and use the Software solely for purposes and benefit of the Project to maintain and operate only and exclusively the Website as it is indicated within your Licence request. The rights and permissions granted according to this LICENCE is deemed personal and provided exclusively to you. Therefore, this LICENCE either in whole or in part,

may not be assigned or transferred to any other person and/or used for the benefit of any other person. Licence is valid for one Instance. For the avoidance of any doubt, unless such activities are directly and closely related to the maintaining and operating of Website: 1.1.1.   all output generated by/from the Software shall not be used for any commercial or research purposes, publications, or presentations without the express written consent of DVSL; and

1.1.2. all Software and files provided by DVSL shall remain the property of DVSL.

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. If DVSL determines that the License is used for other reasons that prescribed in 1.1 GC, your License may be terminated immediately and you will be responsible for all loses caused by the breach of the EULA.

2.   [1.7. GC] The EULA becomes effective and binding when the Licence is issued, that is, when this EULA becomes valid and binding upon you and DVSL.

3.   [1.8. GC] In addition to the restriction set forth within the General Conditions of EULA:

3.1.   the EULA and the Licence granted to you are tailored to the specific Project and neither this EULA and/or the Licence granted to you either in whole or in a part can be transferred to another Project and/or assigned or sold separately from the Project for which the EULA and the Licence were obtained; and

3.2.   You may not:

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

3.2.2. exploit all or any part of the Software for any commercial purpose or to produce product or item having commercial value; and

3.2.3. make all or any part of Software available to any third person as part of a data services operation, application services provider or otherwise; and

3.2.4. modify, reverse compile, disassemble, or otherwise reverse engineer the Software or allow anyone else to do so (except only to the extent such prohibition is contrary to applicable law); and

3.2.5. access or use portions of the Software for which you have not acquired licence; and

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

4.   [2. GC] The support and/or maintenance services for the duration of the LICENCE will be provided at DVSL's sole discretion and may be conditioned upon the payment of additional fees.

5.   [3.1. GC] The usage rights of Software is provided free of charges and fees for the period specified in Section 1.7. of this LICENCE provided the terms and conditions for the use of Software fully applies to your use of Software.

6.   [4.1. GC] Within 10 (ten) working days after the receiving of notice on your desire to use the Software according to the terms and conditions of this LICENCE DVSL will send to you an informative e-mail with instructions on how to access the Free Project Licence. The respective e-mail will be sent to the e-mail address provided by you as your contact information given that such Licence is issued to you.

SPECIAL CONDITIONS OF EULA: OEM LICENCE PER-UNIT

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 of EULA. The corresponding GCC clause number is indicated in parentheses.

1.   [1.1. GC] Provided you have already acquired a development licence, a perpetual project licence, or a subscription licence and such licence is valid at the time of concluding this licence, DVSL grants to you against the payment of Licence Fee the non-exclusive and limited rights to distribute the Software in the object code as an OEM (Original Equipment Manufacturer) solution, where the Software is supplied together with the computer or other device being accordingly installed on it, or to distribute the software/application developed by you as part of the Project wherein the Software is included into, subject to the following conditions:

1.1.   You may install and reproduce the Software in the object code for the specified application as indicated within the documentation of Project to be installed and/or used within the specified number of workstations or other processing devices;

1.2.   You may reproduce, translate, adapt or otherwise modify the Software and its performance results only and solely in case it is necessary for ensuring use of the Software, including its compatibility with other software and systems and in cases directly specified in the applicable laws.

1.3.   You may use the Software only and solely for its business needs and in accordance with the intended use of the Software within the Project specified within the documents related to the acquisition of this Licence according to the purposes foreseen for operation of the Software;

1.4.   You may issue a permit and/or a sub-licence to any other persons for the use of the Software by means of OEM (where the Software is installed on) on the terms and subject to the conditions set forth in this Agreement. The usage of Software by any other person permitted by you shall be allowed only and exclusively within the exploitation of particular OEM.

2.   [1.6. GC] Since this EULA becomes effective and is binding upon only when you are having an active and valid Project licence and you have Access to Updates for which every and all Service fee is settled according to the terms and conditions of this EULA, this EULA is effective and valid only in a case any Project licence held by you. The EULA becomes effective and binding when the Licence is issued, that is, this EULA becomes valid and binding upon you and DVSL provided the compliance of Project with the status of OEM is confirmed by DVSL, the Licence fee is set forth per unit by DSVL as defined in Section 7 of this SC and the possibility to acquire the Licence is activated by DVSL as defined in Section 8 of this SC.

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.   [1.8. GC] In addition to the restriction set forth within the General Conditions of EULA, the EULA and the Licence granted to you are tailored to the specific Project and the specified application(s) related to that Project. Neither this EULA and/or Licence granted to you either in whole or in a part can be transferred to another Project and/or application(s) and/or assigned or sold separately from the Project for which the EULA and the Licence were obtained.

5.   [2. GC] The support and/or maintenance services for the duration of the LICENCE will be provided at DVSL's sole discretion and may be conditioned upon the payment of additional fees.

6.   [2.1.2. GC] The availability of updates and upgrade of Software are determined according to the Project licence held by you as referred to in Section 1 of these Special Conditions.

7.   [3.1. GC] The Licence fee for OEM Licence Per Unit is set forth by DVSL individually for each particular Project separately. DVSL is completely free to evaluate each Project on its own and is not anyhow bound by its decisions on Licence fees assigned to any other Project.

8.   [4.1. GC] The OEM Licence Per Unit of Software can be ordered and purchased only after:

8.1.   DVSL has confirmed the compliance of Project with the status of OEM; and

8.2.   DVSL has set forth the individually established Licence Fee; and

8.3.   the possibility to acquire the Licence is activated by DVSL, that is, the specific OEM Licence Per-Unit has been issued by DVSL to you. OEM Licences Per-Unit can be purchased at any time on https://zoomcharts.com website and used upon your necessity or by contacting info@zoomcharts.com. Each Per-Unit licence must be activated on https://zoomcharts.com website when it is assigned to a particular customer. Provided the Project is not compliant to receive Software's upgrades and updates, it is not possible to purchase any new Licences (OEM Per-Unit).

SPECIAL CONDITIONS OF EULA / OEM LICENCE FOR UNLIMITED UNITS

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 of EULA. The corresponding GCC clause number is indicated in parentheses.

1.   [1.1. GC] Provided you have already acquired a development licence, a perpetual project licence, or a subscription licence and such licence is valid at the time of concluding this licence, DVSL grants to you against the payment of Licence Fee the non-exclusive and limited rights to distribute the Software in the object code as an OEM (Original Equipment Manufacturer) solution, where the Software is supplied together with the computer or other device being accordingly installed on it or to distribute the software/application developed by you as part of the Project wherein the Software is included into, subject to the following conditions:

1.1.   You may install and reproduce the Software in the object code for an unlimited number of applications to be installed and/or used within an unlimited number of workstations or other processing devices;

1.2.   You may reproduce, translate, adapt or otherwise modify the Software and its performance results only and solely in case it is necessary for ensuring use of the Software, including its compatibility with other software and systems and in cases directly specified in the applicable laws.

1.3.   You may use the Software only and solely for its business needs and in accordance with the intended use of the Software within the Project specified within the documents related to the acquisition of this Licence according to the purposes foreseen for operation of the Software;

1.4.   You may issue a permit and/or a sub-licence to any other persons for the use of the Software by means of OEM (where the Software is installed on) on the terms and subject to the conditions set forth in this Agreement. The usage of Software by any other person permitted by you shall be allowed only and exclusively upon the exploitation of particular OEM.

2.   [1.6. GC] Since this EULA becomes effective and is binding upon only when you are having the active and valid project licence and you have the active and valid subscription for the Standard Services for which every and all Service fee is settled according to the terms and conditions of this EULA, the validity of this EULA is closely linked with any Project licence held by you. The EULA becomes effective and binding when the Licence is issued, that is, when this EULA becomes valid and binding upon you and DVSL provided the Licence fee established as defined in Section 8 of this SC has been fully received by DVSL.

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.   [1.8. GC] In addition to the restriction set forth within the General Conditions of EULA, the EULA and the Licence granted to you are tailored to the specific Project and Project's owner. Neither this EULA and/or Licence granted to you either in whole or in a part can be transferred to another Project and/or Project's owner and/or assigned or sold separately from the Project for which the EULA and the Licence were obtained.

5.   [2. GC] The support and/or maintenance services for the duration of the LICENCE will be provided at DVSL's sole discretion and may be conditioned upon the payment of additional fees.

6. [2.1.1. GC] The availability of updates and upgrade of Software are determined according to the Project licence held by you taking into account the following conditions:

7. [2.2. GC] DVSL may offer you to extend the provision of the receiving of Software's upgrades and updates provided the respective agreement is concluded 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.

8. [3.1. GC] The Licence fee for OEM Licence for unlimited units is set forth by DVSL individually for each particular Project separately. DVSL is completely free to evaluate each Project on its own and is not anyhow bound by its decisions on Licence fees assigned to any other Project.

SPECIAL CONDITIONS OF EULA: INSTANCE 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 of EULA. The corresponding GCC clause number is indicated in parentheses.

1. [1.1. GC] Provided you have already acquired a development licence, a perpetual project licence, or a subscription licence and such licence is valid at the time of concluding this licence, DVSL grants to you against the payment of Licence Fee the non-exclusive and limited rights to distribute the Software in the object code as an OEM (Original Equipment Manufacturer) solution, where the Software is supplied together with the computer or other device being accordingly installed on it, or to distribute the software/application developed by you as part of the Project wherein the Software is included into, subject to the following conditions:

1.1. You may install and reproduce the Software in the object code for the specified application as indicated within the documentation of Project to be installed and/or used within one Instance;

1.2. You may reproduce, translate, adapt or otherwise modify the Software and its performance results only and solely in case it is necessary for ensuring use of the Software, including its compatibility with other software and systems and in cases directly specified in the applicable laws.

1.3. You may use the Software only and solely for its business needs and in accordance with the intended use of the Software within the Project specified within the documents related to the acquisition of this Licence according to the purposes foreseen for operation of the Software;

2. [1.6. GC] Since this EULA becomes effective and is binding upon only when you are having the active and valid Project licence and you have the active and valid subscription for the Standard Services for which every and all Service fee is settled according to the terms and conditions of this EULA, this EULA is effective and valid only in a case any Project licence held by you. The EULA becomes effective and binding when the Licence is issued, that is, this EULA becomes valid and binding upon you and DVSL provided the compliance of Project with the status of OEM is confirmed by DVSL, the Licence fee is set forth per unit by DSVL as defined in Section 9 of this SC and the possibility to acquire the Licence is activated by DVSL as defined in Section 10 of this SC.

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 unless expiry date is set in Licence Key.

4. [1.8. GC] In addition to the restriction set forth within the General Conditions of EULA, the EULA and the Licence granted to you are tailored to the specific Project and the specified application(s) related to that Project. Neither this EULA and/or Licence granted to you either in whole or in a part can be transferred to another Project and/or application(s) and/or assigned or sold separately from the Project for which the EULA and the Licence were obtained.

5. [2. GC] The support and/or maintenance services for the duration of the LICENCE will be provided at DVSL's sole discretion and may be conditioned upon the payment of additional fees.

6.　　[2.1.2. GC] The availability of updates and upgrade of Software are determined according to the Project licence held by you as referred to in Section 1 of these Special Conditions.

7.　　[2.2. GC] DVSL may offer you to extend the provision of the receiving of Software's upgrades and updates provided the respective agreement is concluded 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.

8.　　[3.1. GC] The Licence fee for Instance Licence is set forth by DVSL individually for each particular Project separately. DVSL is completely free to evaluate each Project on its own and is not anyhow bound by its decisions on Licence fees assigned to any other Project.

9.　　[4.1. GC] The Instance Licence of Software can be ordered and purchased only after:

9.1.　　DVSL has set forth the individually established Licence Fee; and

9.2.　　the possibility to acquire the Licence is activated by DVSL, that is.

9.3　　Instance Licences can be purchased by sending such request to info@zoomcharts.com.

SPECIAL CONDITIONS OF EULA: PER-NAMED-USER 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 of EULA. The corresponding GCC clause number is indicated in parentheses.

1.　　[1.1. GC] Considering that the Software/the Project is placed into the Production Environment, DVSL grants you the rights to install and use the Software for your personal exploitation only and exclusively within the Project specified within the documents related to the acquisition of this licence according to the purposes foreseen for operations of the Software as long as this EULA and the Licence thereto is active/valid. The usage of Software within the specified Project is recognised as your personal exploitation of the Software. You are entitled to reproduce, translate, adapt or otherwise amend the Software and the results of its operation only and exclusively where it is necessary for ensuring of Software's operations, including for ensuring the interoperability of Software with other software or systems, as well as in cases explicitly provided by the applicable laws. 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 Named User unless agreed differently.

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 terminates at the end of period for which DVSL has received the period payment of Licence fee. This EULA is valid and binding upon you and DSVL as long as all and every period payment of Licence fee is duly settled by you and received by DVSL. This EULA and your licence terminates immediately if any period payment of Licence fee is overdue by more than 30 (thirty) calendar days.

4.　　[1.8. GC] In addition to the restriction set forth within the General Conditions of EULA, the EULA and the Licence granted to you are tailored to the specific Project and neither this EULA and/or the Licence granted to you either in whole or in a part can be transferred to another Project and/or assigned or sold separately from the Project for which the EULA and the Licence were obtained.

5.　　[2.1.1. GC] DVSL ensures the upgrades and updates made generally available by DVSL to its clients and the Standard Services as long as your subscription is kept active.

7.   [3.1. GC] Upon purchase of the licence, you will be charged the amount for the first period which depends on the number of Users and per-use Fee according to the pricing provided to you by DVSL and billing frequency. Subsequently, you will be invoiced two months before the prepaid period if you have a billing frequency of two months or more or one month before the prepaid period otherwise. In case of online payments via Stripe, your payment method will be charged once the invoice is created. If the respective period payment of Licence fee is unsuccessful, DVSL will retry taking this payment for up to next 90 (ninety) days. In case during these days the payment method does not become valid, DVSL will stop attempting to charge the respective Licence fee. You will have 90 (ninety) days since the invoice creation to update your payment method if your current payment method is failing. Failure to update your payment method will result in the termination of the EULA as set forth in Clause 2 of the Special Conditions.

8.   [9.4 GC] If DVSL discontinues its business or operations, you shall have the right to continue the use of the Software indefinitely but within the bounds as specified by the terms of this EULA. In such conditions you are also allowed to modify Software as necessary for the purposes of support of your Project.

SIA "Data Visualization Software Lab" ("DVSL")
Reg. No 40103658672
G. Astras 8b
Riga, LV-1082
Latvia
If you have any questions concerning this EULA, you may contact info@zoomcharts.com