#### END-USER LICENSE AGREEMENT AND TERMS OF SERVICES TO BE PROVIDED

End User License Agreement (EULA) Version 1.3 applicable from October 1, 2019.

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.

## **SOFTWARE**

"Software" means ZoomCharts Advanced Visuals for Microsoft © Power BI©, 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 includes also the user and technical instructions and manuals, which are generally provided by DVSL in relation to the usage of Software.

**SERVICES** 

"Services" means all services made available by DVSL and ordered by You.

COMPANY

"COMPANY" is a legal entity for which the License is purchased.

**USER** 

"USER" is an employee or shareholder or contractor of the Company with access to Microsoft Power BI reports, dashboards, apps or any other objects, managed by the Company, that include ZoomCharts Advanced Visuals for Microsoft Power BI thus requiring ZoomCharts Advanced Visuals user access license (UAL). If User with valid UAL shares Microsoft Power BI reports or dashboards or apps with ZoomCharts Advanced Visuals via sharing function or embed in SharePoint (intranet page) function in Microsoft Power BI with anyone inside the Company, the receiving party (viewer or editor) is considered to be User as well requiring UAL and their use of ZoomCharts Advanced Visuals is subject to this EULA. If the Company publishes any Power BI content with ZoomCharts Advanced Visuals for Microsoft Power BI in a public website via publish to website function in Microsoft Power BI, a separate external site license has to be purchased on a per domain basis where the Power BI content with ZoomCharts Advanced Visuals for Power BI, a separate OEM Distribution Agreement has to be concluded with DVSL.

#### 1. LICENSE

- 1.1. 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 LICENSE either in whole or in part may not 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.
- 1.2. BACKUP/ARCHIVAL COPIES. You may make unlimited number of backup/archival copies of the Software, provided Your backup/archival copies are not installed or used on any computer/workstation.
- 1.3. 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.

- 1.4. REVERSE ENGINEERING. 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.
- 1.5. LICENSE TERM. 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 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.
- 1.6. RESTRICTIONS. Unless otherwise explicitly set forth within this EULA, You may not:
- 1.6.1. loan, rent, lease, sublicense, distribute or otherwise transfer all or any part of the Software to third parties;
- 1.6.2. 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 trainings, data visualization, support and custom development services for the Software, which You may elect to purchase in addition to Your LICENSE. Your rights with respect to services are conditional on Your decision to purchase the corresponding services offering and the level of the selected services offering 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 License 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 zoomcharts.com.
- 3.2. Unless You have acquired a paid subscription License You are entitled to use the free features and access the free services as specified on https://zoomcharts.com/en/microsoft-power-bi-custom-visuals/pricing/.
- 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 offering 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 services offering 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 License fee and Service fee for the Software, are available on zoomcharts.com. DVSL retains its rights to unilaterally amend the amount of all fees and rates.
- 3.4. 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.
- 3.5. In case you have not terminated your subscription prior to the renewal date, invoice for the next period will generated automatically and charge will be processed automatically if You have provided a valid payment method. In case of wire-transfers, You will receive an invoice to the email address as specified during the initial purchase.
- 3.6. Late payments. In case of late payments, DVSL may apply additional charge related to the money collection fee and/or DVSL may transfer the invoice to 3rd party debt collection agencies.
- 3.7. Invalid payment method and/or non-responding to communication from DVSL is not considered as a reason for subscription termination and it is considered that you are continuing the use of the Software implying that you have to pay the invoice issued.

# 4. DELIVERY OF SOFTWARE

4.1. When ordering and purchasing the Software within the homepage of DVSL operating at 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 DSVL in relation to this EULA.

4.2. After the receipt of License Fee, DVSL will send to You an informative e-mail confirming the transaction. Immediately after receiving payment of License Fee by DVSL, access to Advanced Visuals for Power BI will be granted to You within Your Account in the homepage of DVSL operating at 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 know-how 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, organization 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. 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 store Your billing and contact details along with the information about the licensed users.
- 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 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 License 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 LICENSE to use the Software and this EULA terminates immediately after the expiration of LICENSE term as set forth within Section 1.5.
- 9.2. You may terminate the LICENSE 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 LICENSE 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 Sweden shall govern this EULA. The courts in Sweden 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 LICENSE 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.
- 11.5. DVSL may request you to provide additional proof about the number of users that are accessing Software in Your company to ensure that You have the appropriate number of users or domains licensed.
- 11.6. DVSL may place a logo and name of your company on the websites that it operates unless agreed differently.