jChartFX Plus End User License Agreement (EULA)

READ CAREFULLY BEFORE INSTALLING THE SOFTWARE.

By installing jChartFX Plus (hereinafter "the Software" or "Software"), you are accepting the following License Agreement.

LICENSE AGREEMENT
This is a legal agreement between you (either an individual or an entity) and Software FX, Inc. ("the Licensor" or "Licensor"). By installing jChartFX Plus (the "software" or "Software") you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, promptly uninstall the software.

1. ORDER AND DELIVERY. Licensor has agreed to license the Software to you in accordance with the terms and conditions set out in this Agreement. Upon completion of your order, Licensor shall deliver to you a Confirmation Email containing a License Code. You agree to retain the Confirmation Email and/or the License Code as your proof of purchase. Notwithstanding that you may modify and redistribute the Software, you must, at all times, retain an unmodified form of this License Code in any such modification or redistribution. In addition, you must not tamper with any notices, in relation to the Software and the License Code.

2. GRANT OF LICENSE. You have a perpetual, non-exclusive, non-assignable, royalty free, worldwide limited right to use, integrate and redistribute the Software as follows:

- If you purchase a Single Domain License, you may integrate and use the Software in a single domain, including subdomains. For licensing purposes, you will provide a domain name for which you want the software to operate with. The License Code will only be valid for the specified domain and cannot be transferred or assigned to a different domain. The Single Domain License may not be used in hosting or service bureau environments (e.g. SaaS, virtualized servers, shared or dedicated cloud servers and, in general, any application using the Software that is hosted for different organizations and/or customers) which will require an OEM License.

- If you purchase an OEM License, you may integrate, use and redistribute the Software as part of a single product or service (i.e. SaaS) sold to End Users. For licensing purposes, you will provide the name and details of the Product/Service as well as your organization's name. The Software License Code will only be valid for the specified Product/Service and organization. The License Code will not be valid or may not be transferred to any other products or services.

You agree that aspects of the Software constitute trade secrets and/or copyrighted material of Licensor. You agree not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of Licensor. Title to Software and documentation shall remain solely with Licensor. You agree not to compete with Licensor in respect of the Software (including developing, selling or distributing software or services

that is the same or similar to the Software).

3. TECHNICAL SUPPORT TERM AND CONDITIONS. If you purchase Technical Support with the Software, Technical Support term shall commence on the Invoice Date and, subject to the rights contained in this Agreement and the Studio FX Support Agreement, shall continue in effect for a period of 12 months ("Initial Term"). Upon expiry of the Initial Term, your right to use and redistribute the Software shall continue perpetually. However, your right to Technical Support, including Service Packs and Updates to the Software, shall cease until such time as you enter into a new agreement with Licensor.

Licensor shall provide the Premium Technical Support to you during the Support Hours, on receipt of a request for support and the issuance of a support ticket and/or incident number. Requests for Premium Technical Support must be made via the software owner's area atwww.mysoftwarefx.com/support.

You agree that you are only entitled to Service Packs and Updates, labeled or announced as such by Licensor during the term of the Technical Support Agreement. Should you wish to obtain an Upgrade or a new major version of the Software, labeled or announced as such by Licensor, you must purchase that new version from Licensor. Licensor may, at its sole discretion, offer discounts for upgrading to new versions released within 12 months of your purchase.

Licensor may use, at its discretion, email, phone or other forms of communication to supply Premium Technical Support.

Technical Support is limited to support activities regarding problem solving, bug reporting, bug fixes, documentation clarification and technical guidance on the integration and configuration of the Software. Licensor is not responsible for installation and integration of the Software or development activities of any kind. Licensor will not be obligated to provide technical support for:

- The correction of errors or defects in the Software caused by operation of the Software in a manner other than that specified , documented or intended by Licensor;

- The correction of errors or defects in the Software caused by any modification, revision, variation, translation or alteration of the Software not authorized by Licensor;

- The correction of errors or defects in the Software caused by the use of computer programs (including without limitation, web browsers) not approved or tested by Licensor;

- The correction of errors or defects in the Software caused by the failure of you to provide suitably qualified and adequately trained staff for the operation, installation or integration of the Software;

- Custom development activities or new features including any development of the Product;

- Developments that are deemed by Licensor to amount to more than Bug Fixes;

- The correction of defects or errors in the Software arising directly or indirectly out of your failure to comply with this Agreement, the studio FX Support Agreement or any other agreement between the parties relating to the Software;

- On-site support at your premises.

4. NO OPEN SOURCE. Your right to the Software does not include any license, right, power or authority to subject the Software in whole or in part to any of the terms of an Excluded License. An "Excluded License" means any "open source" or other license that require as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge.

5.HIGH RISK ACTIVITIES. The Software is not fault tolerant and is not intended for use in high-risk activities. You may not use the Software in the design, construction, operation or maintenance of any nuclear facility or weapon of mass destruction, or for the purpose of aircraft navigation or control or any other activity in which the failure of the Software could result in loss of human life, personal injury or property damage.

6. SERVICES. There are no services provided under this agreement. You are responsible for installing the Software on your computers as permitted under this agreement.

7.FEES. Prices are available upon request and are subject to change. Please consult Licensor or its authorized resellers as to current fees before placing an order. All license fees are non-refundable and non-cancelable except as expressly provided in this agreement and do not include shipping, sales or use tax, withholding tax, excise tax, VAT or custom duties, all of which you are responsible for paying above and beyond the license fees due to Licensor or its authorized resellers.

8.LIMITED WARRANTIES; DISCLAIMER. 8.1 Software Performance Warranty; Media Warranty. Licensor warrants that the Software, as delivered by Licensor and when used in accordance with the Documentation, shall substantially conform with the Documentation for a period of ninety (90) days from delivery and that the media upon which the Software is furnished to You shall be free from defects in material and workmanship under normal use for a period of ninety (90) days from delivery. 8.2 Software Warranty Remedies. If the Software does not operate as warranted Licensor shall, at its sole discretion, either repair the Software, replace the Software with software of substantially the same functionality, or terminate the license and refund the relevant license fees paid for such non-compliant Software only when You return the Software to Licensor or its authorized reseller, from whom you obtained the Software, with the purchase receipt within the warranty period. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication. 8.3 Maintenance/Support Warranty. Licensor warrants, for a period of thirty (30) days from the date of performance of the Maintenance/Support covered by this warranty that the Maintenance/ Support shall be performed in a manner consistent with generally accepted industry standards. 8.4 Maintenance/Support Remedies. For Maintenance/Support not performed as warranted in Section 8.3, and provided Licensor has received written notice of such non-conformance within thirty (30) days of performance of the Maintenance/Support, Licensor shall, at its discretion, either correct any nonconforming Maintenance/Support or refund the relevant fees paid for the specific nonconforming Maintenance/Support service. 8.5 DISCLAIMERS. THE WARRANTIES SET FORTH IN SECTIONS 8.1 AND 8.3 ARE YOUR EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF STATUTORY NON-INFRINGEMENT. NO THIRD PARTY, INCLUDING AGENTS, DISTRIBUTORS, OR AUTHORIZED LICENSOR RESELLERS IS AUTHORIZED TO MODIFY ANY OF THE ABOVE WARRANTIES OR MAKE ANY ADDITIONAL WARRANTIES ON BEHALF OF LICENSOR. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE SHALL MEET YOUR REQUIREMENTS OR THAT

USE OF THE SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY OF THE SOFTWARE OR TO THE MINIMUM PRESCRIBED BY LAW. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHT. YOU MAY HAVE OTHER RIGHTS, WHICH VARY DEPENDING ON THE TERRITORY IN WHICH THE SOFTWARE WAS FUR-NISHED TO YOU. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT ANY LIABILITY OF LICENSOR WHICH CANNOT BE EXCLUDED OR LIMITED BY ANY LAW OR REGULATION AP-PLICABLE TO THIS AGREEMENT. FOR WARRANTY ASSISTANCE CONTACT LICENSOR OR THE RESELLER FROM WHOM YOU OBTAINED THE SOFTWARE.

9. TERMINATION. This Agreement is effective until terminated. This Agreement, including without limitation your right to use and copy the Software as specified in Section 1, terminates immediately and without notice from Licensor if You fail to comply with any of its provisions. Upon termination you shall immediately discontinue use of and destroy the Software and all copies or portions thereof, including any master copy, and within ten (10) days certify in writing to Licensor that all copies have been destroyed. Your payment obligations incurred prior to termination shall survive termination of this Agreement.

10. LIMITATION OF LIABILITY. IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY PERSON FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACE-MENT GOODS OR SERVICES, LOSS OF PROFITS, LOSS OF, OR CORRUPTION OF DATA, LOSS OF PRODUCTION, LOSS OF BUSINESS, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME, OR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY AND ALL OTHER SIMILAR DAMAGES OR LOSS EVEN IF LICENSOR, ITS RESELLERS, SUPPLIERS OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS LIMITED BY AP-PLICABLE LAW, REGARDLESS OF THE LEGAL BASIS FOR YOUR CLAIM, LICENSOR'S AND ITS SUPPLIERS' TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAM-AGES WHICH SHALL NOT EXCEED THE AMOUNT OF FEES PAID FOR THE SOFTWARE GIVING RISE TO THE CLAIM. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. U.S. GOVERNMENT RIGHTS. The Software and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation" as defined in FAR Section 12.212 and DFARS Section 227.7202, as applicable. Any use, modification, reproduction release, performance, display or disclosure of the Software and Documentation by the U.S. Government shall be solely in accordance with the terms of this Agreement.

12. COMPLIANCE WITH LAW. Each party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under this Agreement. Without limiting the foregoing, You acknowledge that the Software, including documentation and other technical data, is subject to export controls imposed by the U.S. Export Administration Act of 1979, as amended (the "Act"), and the regulations promulgated thereunder and other applicable foreign export control laws. You shall not export or re-export (directly or indirectly) the Software, Documentation or related technical data except in compliance with the Act and its implementing regulations or other applicable foreign ex-port control laws.

13. GENERAL. You agree to pay any tax assessed on the Software, other than taxes based on Li-censor's net income or corporate franchise tax. This Agreement shall be governed by and construed

in accordance with the laws of the State of Florida, exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. Any suits concerning this Agreement shall be brought in the federal courts for the state of Florida or the state courts in Dade County, Florida, or if the matter is brought by Licensor, in a court of competent jurisdiction in Your domicile. This Agreement is personal and may not be assigned or assumed (including by operation of law) without Licensor's prior written consent. A change of control shall constitute an assignment. During the period this Agreement remains in effect, and for three years thereafter, Licensor has the right to verify your compliance with this Agreement on Your premises during your normal business hours and in a manner that minimizes disruption to your business. Licensor may use an independent auditor for this purpose with your prior approval which you will not unreasonably withhold. If any provision of this Agreement is held to be unenforceable, it shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other subsequent breach or default. Unless You have entered into a separate, written and signed agreement with Licensor for the supply of the Software, this Agreement is the complete and exclusive statement of the agreement between us which supersedes any proposal, prior agreement, oral or written, purchase order or similar terms issued by You, or any other communications between us in relation to the subject matter of this Agreement. Any modifications to this Agreement shall be made in writing and must be duly signed by authorized representatives of both parties or they shall be void and of no effect.

If you have any questions regarding this Agreement or if you wish to request any information about jChartFX, please contact Software FX customer service at **sales@softwarefx.com** or visit our web site at **http://www.jChartFX.com** for additional contact information.