

STUDENT APPLICATION FOR NON-COMMERCIAL LICENSE

Student license info (form):
Student name:
School name:
School address:
Studies started, year:
Studies ending approx., year:
Information of the project (e.g. is it a thesis, what kind of visualization are you planning to use. What does your project do?)
I hereby certify:
- I am a student in the above school (Please attach the student certificate),
- I understand the limitations and obligations of a Student License presented in this EULA
Place:
Date:
Signature:
Name spelled:



LightningChart[®] END USER LICENSE AGREEMENT

STUDENT LICENSE TERMS

October 26th, 2017. Copyright Arction Ltd 2009-2018. All rights reserved.

By installing, copying or otherwise using LightningChart[®], you are agreeing to be bound to the terms of this agreement. If you don't agree to these terms, do not use the software.

LightningChart[®] products are licensed, not sold or given.

This End-User License Agreement ("EULA") is a legal agreement between you, a software applications developer ("Licensee") and ARCTION LTD ("Arction"), applying to all LightningChart[®] products ("Software"), libraries, source code, demo applications, documentation and other material that can be considered to be part of Software or intellectual property of Arction Ltd.

STUDENT LICENSE GRANT

Student license is intended for school work, such as programming exercises and thesis work. Student license is free of cost, and it comes with limitations and obligations:

- Student license will show a watermark over the chart. Hiding the watermarks is forbidden
- Developing or distributing a commercial application is forbidden
- Arction does not provide any kind of technical support. Student license owners are forbidden to write questions to Arction forums, as processing them will cause Arction significant costs
- Student must provide document to prove studentship, such as student certificate
- Student must provide information on the project the chart is going to be used in
- The license is valid for 1 year if not otherwise agreed
- Arction must be credited in student work "thanks to" or similar section: "Thanks to Arction Ltd, the manufacturer of LightningChart[®] data visualization tools."

License requires activation to Arction licensing server. Internet connection is required for activating it



instantly on-line. Off-line activation may require day or two.

Arction grants you as an individual developer, a personal, non-exclusive license to install and use the Software for designing, building, testing and deploying application programs you create. The license can't be transferred to another developer without a written permission by Arction.

Licensee may:

- Install the Software into one (1) development computers, per one single license
- May use a version of Software built before the license expiring date

Licensee may not:

- Distribute the license key files, license key strings or setup files of the Software
- Distribute Arction "License Manager" program
- Distribute Arction components in commercial applications
- Use the Software on more than 1 computers per license, without a written consent from Arction
- Share the license key(s) of Software with others
- Create a rival software product based on the Software or its source code
- Create derivative software works (you can't assume ownership of LightningChart)
- Reverse-engineer, decompile or disassemble the Software
- Rent or lease the Software to anyone
- Transfer the license to 3rd party, such as sub-contractor, without informing Arction.
- Use on-line map tile data service's license keys possibly provided in example code in Licensee's applications.



GEO MAP DATA SERVICES

By this license agreement, Arction does not provide or grant any license for any on-line map tile data service. Using on-line tile maps needs obtaining on-line map data license from the tile data provider and applying the service's license keys in your application.

STUDENT LICENSE WARRANTY AND DISCLAIMER

Software is provided in as-is basis. Arction will not provide any warranty or take any obligation to fix bugs or otherwise improve the software based on student licensee.

Arction does not guarantee that any functions contained in the components will meet your requirements, or that its operations will be error free. The entire risk as to the software performance or quality, or both, is solely on the users and not Arction. A trial version of the Products is always available for you to evaluate the suitability for your software application. You take responsibility when selecting the software component for your application to achieve your intended results.

Geographic maps delivered with the Software, or imported by the developer, are as accurate as the source data is. Arction does not guarantee accuracy of the map source data, provided by several suppliers. Arction will not be liable for any time loss or accident caused by inaccurate maps or their presentation.

Arction does not guarantee operation of on-line map tile data services, such as MapQuest, Here or WeatherBug, if internet connectivity problems exist, such service is off-line, retrieve rate limit has been exceeded, service's licensing policy has changed, data transfer protocols or data transfer commands have been changed or service has been permanently shut down.

To the maximum extent permitted by applicable law, in no event shall Arction be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other loss) arising out of the use of or inability to use the Software even if Arction has been advised of the possibility of such damages.



GOVERNING LAW

This EULA will be governed by the laws of Finland without reference to its choice of law rules.

Any dispute, controversy or claim arising out of or relating to this EULA or the breach, termination or validity thereof shall be finally settled at Arction's discretion (i) at your domicile's competent courts; or (ii) by arbitration in accordance with the Rules for Expedited Arbitration of the Arbitration Institute of the Finland Chamber of Commerce. The arbitration shall be conducted in Helsinki, Finland, in the English language.

PERFORMANCE COMPARISONS AND BENCHMARKS

Taking Arction products into performance comparison test or publishing such test results without permission given by Arction beforehand in writing, is strictly forbidden. Arction does not permit Arction or LightningChart trade names, registered trademarks, company names, brand names or alike to be used as reference of any kind without permission given by Arction beforehand in writing. Direct and indirect damages inflicted by violating these terms will be claimed from the violating party, to the maximum extent by applicable law.

REFERENCE CUSTOMER

Arction may use Licensee as a reference customer, unless requested not to do so by Licensee.

VIOLATION WITH LICENSING TERMS - TERMINATION OF LICENSE

If Licensee has violated the License Agreement terms, Arction Ltd has the right to terminate the license and all services regarding Software. Upon such case, Arction may black-list the license keys and refuse from all support services.