

# End-User License Agreement (“Agreement”)

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This End-User License Agreement is valid for purchases, downloads, and uses of Craydec Visuals.

Please read this End-User License Agreement (“Agreement”) carefully before purchasing, downloading or using Craydec, Inc’s custom visuals (“Application”). By purchasing a license, downloading or using the Application, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, do not purchase, download, or use the Application.

This Agreement is legal agreement between you (either an individual or entity) and Craydec, Inc and it governs your use of the Application.

The Application is licensed, not sold, to you by Craydec, Inc for use strictly in accordance with the terms of this Agreement.

## **Terms**

### **Craydec, Licensor, Provider**

Craydec, Inc.

### **Microsoft Power BI**

The set of software platforms, tools, and components offered by Microsoft under the Microsoft Power BI - product family name.

### **Custom Visual**

Software component which can be added to the Microsoft Power BI platform in order to visualize or render data.

### **Application, Visual**

Single Custom Visual component sold, marketed, or created by Craydec, Inc.

### **Free License**

License which user can get by agreeing to the terms of this contract. Free license allows user to access the Basic Features of the Application.

### **Paid License**

License which user can purchase from Craydec or its reseller. Paid license may require the use of the License Key to access the Advanced Features.

### **License Key**

License Key allows user to access the Advanced Features of the Application.

### **Basic Features**

The features of Application which user can access with the Free License.

Basic Features are the features of the Application which are available to user before entering a License Key on Application which is downloaded from Microsoft AppSource.

### **Advanced Features**

Advanced Features are all features of Application except Basic Features. To use Advanced Features, user must have a valid Paid License.

### **License**

Craydec grants you a revocable, non-exclusive, non-transferable, non-sellable, limited license for single user to download, install, and use the Application strictly in accordance with the terms of this Agreement. License cannot be transferred to another user.

License gives you right to include and use the Application on any number of Power BI Reports for any number of report viewers.

The validity of Paid License limited by time. Paid License is valid from the day of purchase to the end of its validity.

Reports, which contain the Application and use the Advanced Features of the Application may be created and modified only by the users who have a valid Paid License.

The Application cannot be included in any other technical environment or context than Microsoft Power BI reports.

### **License Key Security**

You agree to keep the License Key secure. You may not allow other users to use your License Key. If you suspect your License Key has been compromised, you agree to notify Craydec immediately.

### **Reverse Engineering and Modifications**

You may not reverse engineer or in any way attempt to discover the source code or attempt to study or research the workings of the Application, except to the extent allowed by the laws of your jurisdiction.

You may not modify the Application in any way.

### **License Validation**

Application may ensure the validity of your license. Validity of license may also be ensured by contacting Craydec or third party online services.

### **Payments**

In order to obtain Paid License, you have obligation to pay the full amount indicated by the order or invoice, including all taxes. If payment is not made in full and in timely manner as indicated by the order or invoice documents, the Agreement shall be terminated and the Paid

License shall be considered invalid and you agree not to use the License Key you may have received in any way.

## **Support**

You agree that Craydec may but is not obligated to provide support for the Application.

## **Warrants and Liabilities**

The Application is licensed “as-is,” “with all faults,” and “as available” and you bear all risk of using it. Craydec gives no express warranties, guarantees, or conditions in relation to the Application. Craydec excludes any implied warranties or conditions, including those of merchantability, fitness for a particular purpose and non-infringement.

## **Limitation on and Exclusion of Remedies and Damages**

To the extent not prohibited by law, you can recover from Craydec only direct damages up to 5% of the amount you paid for the Application or \$1.00, whichever is greater. You will not, and waive any right to, seek to recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to anything related to the Application or services made available through the Application; and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

The limitation also applies even if repair, replacement or a refund for the Application does not fully compensate you for any losses; or Craydec knew or should have known about the possibility of the damages.

## **Access to the Application**

Application is distributed only through the Microsoft AppSource. Craydec may, but is not required to distribute the Application by other channels.

## **Withdrawal of Application**

Craydec may withdraw the Application from public distribution at any time. In the case of product withdrawal, Paid License remains valid until the end of the license validity.

Craydec will try to make reasonable efforts to give you a notice before withdrawing Application but you agree that Application can be withdrawn without prior notice.

It is on your responsibility to obtain backup copy of the Application. Craydec is not obliged to provide access to download the Application.

## **Term and Termination**

This Agreement shall remain in effect until terminated by you or Craydec.

Craydec may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Craydec, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your computer.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your computer.

After Paid License expires, you cease to use the Advanced Features of the Application. You cease to use the Advanced Features even if the License Key would work.

Termination of this Agreement will not limit any of Craydec's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

## **No Refunds**

No part of any payment for purchasing License is refunded in any situation. You acknowledge that granted License Key cannot be returned or undone, and you waive the right of return or refund given you by applicable law.

No refund or partial refund is made when Agreement is terminated regardless whichever party terminated the contract and regardless of the termination cause.

## **Changes and Amendments to this Agreement**

Craydec reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is a material we will make reasonable efforts to try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Application after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Application.

## **Governing Law and Dispute Resolution**

If you have any concern or dispute, you agree to first try to resolve the dispute informally by contacting us.

The laws of Finland shall govern this Agreement, your use of the Application, and any dispute regarding it. Your use of the Application may also be subject to other local, state, national, or international laws.

## **Entire Agreement**

The Agreement constitutes the entire agreement between you and Craydec, Inc regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between you and Craydec.

You may be subject to additional terms and conditions that apply when you use or purchase other Craydec's services, which Craydec will provide to you at the time of such use or purchase.