

ZoomCharts REPORT OVERHAUL SERVICE AGREEMENT

The following report overhaul service agreement and terms of services to be provided ("ROSA") constitute an agreement between **Company** (You) and **SIA "Data Visualization Software Lab"** registered address Gunara Astras street 8b, Riga, LV-1082, Latvia, VAT registration number LV40103658672 ("DVSL" and governs Your use of the Software and the Services (as specified below).

AGREEMENT

"Agreement" means this agreement about report overhaul services to be provided.

SOFTWARE

"Software" means all software programs 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 Power BI Report Overhaul services made available by DVSL and ordered by You consisting of:

- Report audit (RA)
- Design advisory (DA)
- Design creation (DC)
- Data model improvements (DMI)
- DAX measure implementation (DAX)
- Report technical implementation (RTI)
- Consultations about report creation (CRC)
- Consultations about ZoomCharts Drill Down Visuals (CDDV)

SERVICE PLANS

"1 Report Creation" – this plan entitles you to use the following types of the Services: RA, DA, DC, CRC, CDDV in total amount of 8 (eight) hours. You can use the hours within 3 (three) months of the purchase date. After 3 months of the purchase date, this agreement terminates.

"Annual report design service, monthly payment" – this is a subscription plan with minimum subscription period of 1 (one) year. This plan entitles You to use all Services as described in Services definition. Invoicing cycle for this plan is annual, with a monthly payment. You are entitled to 50 (fifty) hours of Services on a yearly basis.

"Annual report design service, monthly payment" – this is a subscription plan with minimum subscription period of 1 (one) year. This plan entitles You to use all Services as described in Services definition. Invoicing cycle for this plan is annual, with an annual payment. You are entitled to 60 (sixty) hours of Services on a yearly basis.

GENERAL CONDITIONS OF ROSA

1. SERVICES

- 1.1. DVSL will provide you with Services in the required amount and over the selected period as purchased on DVSL website.

1.2. SERVICES TERM. The term of Your Services under this ROSA shall commence on the date that You accept this ROSA by purchasing the Services. **PERMITTED USE of the Services is subject to Your chosen Service plan and the respective quantities.**

2. FEES AND PAYMENTS

2.1. For the Services provided to You according to this ROSA You are obliged to pay the Service fee in the amount and according to the pricing terms and conditions as set forth on the DVSL website.

2.2. If you exceed the prepurchase amount of Service hours, you may purchase additional service hours at discounted rate of EUR 150.00 (one hundred fifty) per hour, in which case a request for a pre-payment has to be made by sending such request to sales@zoomcharts.com.

2.3. For the first purchase, DVSL will attempt to charge your selected credit card online using Stripe payment processor. In case of a successful charge, we will keep the reference to your card for subsequent charges in future, for subscription based Service models.

2.4. For the second and all other subsequent subscription periods, DVSL will email You an invoice no later than 30 days before the upcoming subscription period and attempt to process the charge for the upcoming subscription period.

2.5. If the fees will change for the subsequent subscription period, DVSL will notify You reasonably in advance of the renewal, and in time for You to accept or reject renewing the Services. If You agree with the fee changes, You may do nothing and the new fees will apply for the subsequent subscription period.

2.6. In case of failed payment, DVSL will automatically attempt to charge your card for additional 30 days and you will receive an email for each charge attempt stating if it was successful or not. If after 30 days the invoice is still not paid, DVSL retains a right to unilaterally terminate this Agreement and you will receive an email that confirms the termination of the Agreement.

2.7. DVSL retains its rights to unilaterally amend the amount of all fees and rates.

2.8. In addition to the payments of fees set forth within this ROSA, You are obliged to pay also the applicable taxes or duties, including the value added tax, if applicable. If you must execute tax-withholding due to any reason, you have to inform DVSL about such situation and you will be provided a new invoice that includes the amount that you have to withhold.

2.9. In case you have not terminated your subscription prior to the renewal date, invoice for the next period will be 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.

2.10. 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.

2.11. 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.

2.12. Email/Electronic Communication. DVSL may communicate with you on the contact information submitted during the registration process through email or any other electronic communication device with information relevant to Your use of the Services and Your payment obligations. Notices to DVSL should be sent to info@zoomcharts.com unless this EULA specifically allow other means of notice.

3. DELIVERY OF SERVICES

3.1. Services are provided in an electronic format only.

3.2. To request Services, please contact premiumsupport@zoomcharts.com

3.3. After the purchase of the Services, we will assign a customer manager to You and she/he will contact you within 1 business day to agree on the Service delivery plan.

3.4. Delivery of "1 Report Overhaul" services:

3.4.1. To perform the services, you will need to provide DVSL with a Power BI report file (PBIX), which may or may not contain your Data. If you would like to share a PBIX that may contain confidential data, you must execute and NDA with DVSL. In such scenario, you must inform the customer manager that NDA is required.

3.4.2. Once PBIX is received our Service specialists will perform initial RA service and will prepare a list of questions about the report, it's audience and other relevant topics.

3.4.3. You will have to provide your corporate identity materials (logos, colorschemes) that our design team should use when performing Services.

3.4.4. Our team will prepare new design mockup of the report for your review.

3.4.5. After your approval, the design will be implemented into PBIX and such improved PBIX will be returned to you.

3.4.6. Delivery of services should start no later than 2 (two) weeks after the purchase and is subject to the availability of the required specialists. Exact start date will be provided to you when the Service delivery plan will be setup.

3.5. Delivery of "Annual Report Design Service" services:

3.5.1. Depending on the types of the Services that you would like to receive, we will inform you about the next steps. Typical steps for Report Overhaul process consist of:

3.5.1.1. You will need to provide DVSL with a Power BI report file (PBIX), which may or may not contain your Data. If you would like to share a PBIX that may contain confidential data, you must execute and NDA with DVSL. In such scenario, you must inform the customer manager that NDA is required.

3.5.1.2. Once PBIX is received our Service specialists will perform initial RA service and will prepare a list of questions about the report, it's audience and other relevant topics.

3.5.1.3. You will have to provide your corporate identity materials (logos, colorschemes) that our design team should use when performing Services.

3.5.1.4. Our team will prepare new design mockup of the report for your review.

3.5.1.5. After your approval, the design will be implemented into PBIX and such improved PBIX will be returned to you.

3.5.1.6. Delivery of services should start no later than 2 (two) weeks after the purchase and is subject to the availability of the required specialists. Exact start date will be provided to you when the Service delivery plan will be setup.

3.5.2. Other consultation services are typically provided within 1 business day, after receipt of such request on premiumsupport@zoomcharts.com

4. COLLECTION AND USE OF INFORMATION AND DATA

- 4.1. By using the Services, You consent that DVSL will store Your billing and contact details along with the information about the licensed users to enable DVSL to perform billing activities with the relation to this Agreement.
- 4.2. DVSL respects Your privacy rights and recognizes the importance of protecting any information collected about You. By using the Services, You consent with the terms and conditions of DVSL Privacy Policy, and to any terms and conditions included therein by reference.
- 4.3. PBIX files that you have sent us are stored only during the term of this Agreement and are deleted after the termination of this Agreement.

5. LIABILITY

- 5.1. 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 service fee applied by DVSL when providing Services according to this agreement. In no case DVSL shall be obliged to remunerate any indirect damages to You.
- 5.2. DVSL shall not be obliged to undertake the liability for claims raised by any third persons because You have used the Services contrary to the terms of this ROSA and/or You have otherwise violated the terms of this ROSA.
- 5.3. 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 ROSA and ROSA of the Software.

6. TERMINATION

- 6.1. This ROSA terminates immediately after the expiration of Services term as set forth within Section 1.2.
- 6.2. This ROSA and Your Services may be terminated immediately if You attempt to circumvent any technical protection measures used in connection with the Services or You otherwise use the Services in breach of the terms of this ROSA.
- 6.3. DVSL shall have the right to unilateral termination of the Agreement 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.
- 6.4. DVSL may terminate the agreement providing a 30-day notice to You.

7. APPLICABLE LAW AND FORUM

- 7.1. The laws of the Latvia shall govern this ROSA. The courts in Latvia shall settle any disputes arising out of or relating to this ROSA.

8. MISCELLANEOUS

- 8.1. This Agreement represents the entire agreement between You and DVSL relating to the Services to be provided.
- 8.2. You shall not have the right to assign or otherwise transfer Your rights or obligations under this Agreement except with the written consent of DVSL.
- 8.3. If any provision of this Agreement is held invalid, all other provisions shall remain valid unless such validity would frustrate the purpose of this Agreement. This Agreement shall be enforced to the full extent allowable under applicable law.

8.4. No modification to this Agreement is binding, unless made in writing and agreed by a duly authorized representative of each party. This Agreement 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 Agreement 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.

IN WITNESS WHEREOF the Parties do hereby sign this Agreement:

DVSL

You

Date

Date

Name and Title of Signatory

Name and Title of Signatory

Annex 1 – Services availability

Priority Level	Availability	Initial response time	Channels for communication
Priority 1	7am-5pm GMT, excluding weekends and national holidays in Latvia	Within 1 business day from the registration of the email	Email: premiumsupport@zoomcharts.com
Priority 1	5pm-7am GMT and 24h during weekends and national holidays in Latvia	Within 1 business day from the registration of the email	Email: premiumsupport@zoomcharts.com
Priority 2	7am-5pm GMT, excluding weekends and national holidays in Latvia	Within 1 business day from the registration of the email	Email: premiumsupport@zoomcharts.com
Priority 3	7am-5pm GMT, excluding weekends and national holidays in Latvia	Within 1 business day from the registration of the email	Email: premiumsupport@zoomcharts.com
Priority 4	7am-5pm GMT, excluding weekends and national holidays in Latvia	Within 3 business day from the registration of the email	Email: premiumsupport@zoomcharts.com

1. **Priority 1 – Urgent:** Software is not operational, or it is severely degraded, or there is a critical impact to the Service due to other issues.
2. **Priority 2 – High:** Significant aspects of the Software are negatively affected by inadequate performance and/or artifacts and/or loss of interoperability.
3. **Priority 3 – Normal:** General issues related to feature or a set of features. Operational performance of the Software is not impaired.
4. **Priority 4 – Low:** Informational or Feature Change Request: You require information or assistance with service’s capabilities, installation or configuration and there is little to no effect on Your business operations. Included are requests for information, assistance features and any other questions.