

LuxAlgo Developer License Agreement

This Developer License Agreement (the "Agreement") is entered into between **LuxAlgo Global, LLC**, a **Delaware (US) limited liability company** ("LuxAlgo"), and the individual or entity completing a purchase of a license hereunder ("Licensee"). This Agreement is effective upon Licensee's completion of checkout (the "Effective Date").

1. Definitions

1.1 **"Software"** means, collectively: (a) **Vela™ Pro**, LuxAlgo's proprietary extensions to the Vela charting library, including the integrated scripting engine, orderflow tools, official watermark-free builds, and associated tooling; (b) **PineTS**, LuxAlgo's Pine Script® compatible scripting engine, in any deployment (in-chart, server-side, or otherwise headless); and (c) the **LuxAlgo Library**, LuxAlgo's published collection of indicators, scripts, and related source code, in original or modified form, in any deployment. Where LuxAlgo Library scripts are separately published under non-commercial or other public terms, the licenses granted in Section 2 constitute an independent commercial license to such scripts granted directly by LuxAlgo — not a modification of those published terms — and, as between those terms and this Agreement, the more permissive grant controls for Licensee. The open-source Vela core library (Apache-2.0) and PineTS as licensed under AGPL-3.0 are governed by their respective open-source licenses and are not "Software" under this Agreement.

1.2 **"Developer"** means a natural person who writes or maintains code against the Software's APIs. End users of Licensee's products are not Developers and require no Seats.

1.3 **"Seat"** means a license for one Developer for the Subscription Term. Seats may be reassigned between Developers no more than once per calendar month.

1.4 **"Annual Revenue"** means Licensee's (and its affiliates', on a consolidated basis) total gross revenue in the trailing twelve (12) months, in USD or equivalent.

1.5 **"Seat Tier"** means the license tier available for self-serve purchase at the published per-Seat price, restricted to Licensees with Annual Revenue under five hundred thousand US dollars (US \$500,000).

1.6 **"Business Tier"** means the license tier available for self-serve purchase at the published flat annual price, with no Annual Revenue ceiling and no Seat limit, restricted to Licensees whose Licensee Products have fewer than one hundred thousand (100,000) End Users and whose Annual Revenue is under twenty-five million US dollars (US \$25,000,000).

1.7 **"Enterprise Tier"** means the license tier documented in a separately executed written agreement between LuxAlgo and Licensee (an "Enterprise Agreement"), for Licensees that are not eligible for the Business Tier or that require rights, support, or terms beyond those in this Agreement.

1.8 **"End Users"** means the natural persons who use Licensee Products, measured as the highest number of users in any single calendar month during the trailing twelve (12) months, across all Licensee Products.

1.9 "**Licensee Product**" means a product or service developed by or for Licensee that incorporates the Software, where the Software is not the primary value of the product offered.

2. License Grants

2.1 **Seat Tier grant.** Subject to payment and Section 3, LuxAlgo grants Licensee a non-exclusive, worldwide, non-transferable license during the Subscription Term for the number of purchased Seats to: (a) use, reproduce, and modify the Software for the development of Licensee Products; and (b) distribute the Software, in object/minified form only, solely as embedded within Licensee Products, on a royalty-free basis with no per-end-user fees. Seat Tier Licensees receive the support described for the Seat Tier in the then-current Support & SLA Schedule published at luxalgo.com/licensing.

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2.4 **Branding.** Paid licenses include access to official watermark-free builds. Licensee has no obligation to display LuxAlgo attribution in Licensee Products. No trademark rights are granted except as stated in LuxAlgo's Trademark Policy; Business Tier white-label rights concern removal of LuxAlgo marks, not use of them.

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2.6 **Enterprise Tier.** The rights, support levels, and any bespoke terms of the Enterprise Tier are set out in the Enterprise Agreement, which controls over this Agreement to the extent of any conflict. Enterprise Tier licenses are not sold through self-serve checkout.

3. Eligibility, Certification, and Tier Changes

3.1 **Certification.** Seat Tier purchases require Licensee's certification at checkout, and upon each renewal, that its Annual Revenue is under US \$500,000. Business Tier purchases require Licensee's certification at checkout, and upon each renewal, that it meets the eligibility criteria in Section 1.6. Certifications are recorded and form part of this Agreement. A materially false certification is a material breach.

3.2 **No mid-term clawback.** If Licensee's Annual Revenue crosses US \$500,000 during a Subscription Term, Licensee's rights for that Term are unaffected, and Licensee's next renewal must be at the Business Tier. Likewise, if Licensee ceases to meet the Business Tier criteria in Section 1.6 during a Subscription Term, its

rights for that Term are unaffected, and its next renewal must be under an Enterprise Agreement. LuxAlgo will never retroactively invoice, revoke, or degrade a license mid-Term on the basis of revenue or user growth.

3.3 Good-faith reliance. LuxAlgo relies on Licensee's certifications and does not technically enforce tier eligibility. Licensee acknowledges this reliance.

4. Restrictions

4.1 Prohibited acts. The restrictions in this Section 4 apply to the Software in original or modified form, in whole or in part. Except as expressly permitted in Section 2, Licensee shall not, and shall not permit or assist any third party to: (a) distribute, publish, disclose, or otherwise make available the Software in source form to any third party, including by posting to any public or third-party-accessible source repository, package registry, forum, paste or gist service, file-sharing network, or dataset; (b) distribute the Software as a standalone library, SDK, or development tool, or otherwise make the Software's APIs available to third-party developers, except as expressly permitted at the Business Tier under Section 2.2(b); (c) sell, resell, rent, lease, lend, or otherwise transfer the Software or any copy thereof, or assign any license granted hereunder except as permitted by Section 9.3; (d) sublicense except as embedded distribution expressly permitted herein; (e) retain, use, or copy the Software other than during an active Subscription Term (see Section 5.4); (f) remove or alter copyright notices in source form; (g) circumvent, disable, or interfere with any license-key, watermark, Seat, or build-entitlement mechanism of the Software, or distribute the means to do so; (h) use the Software's source code, in whole or in part, to train, fine-tune, or otherwise develop a machine-learning model, or include it in any dataset made available to any third party; (i) use the Software to develop a product whose primary purpose is to substitute for the Software itself, marketed as a charting library or scripting engine; or (j) exceed the number of purchased Seats.

4.2 Source code confidentiality. The Software's source code (excluding the open-source Vela core and public PineTS releases) is LuxAlgo's confidential information. Licensee shall protect it with at least the degree of care it uses for its own most sensitive materials, and never less than reasonable care; shall limit access to Developers holding Seats and to build and repository infrastructure under Licensee's control; and shall not disclose it to any third party. This obligation continues after termination or expiration for as long as the source code remains non-public other than through Licensee's breach.

4.3 Irreparable harm. Licensee acknowledges that any breach of this Section 4 would cause LuxAlgo irreparable harm for which monetary damages are an inadequate remedy, and that LuxAlgo is entitled to seek injunctive and other equitable relief, without posting bond, in addition to all other remedies.

5. Fees; Term; Renewal; Termination

5.1 Fees are as published at the time of purchase and are payable annually in advance. Fees are non-refundable except as required by law.

5.2 The "Subscription Term" is twelve (12) months from the Effective Date, renewing automatically for successive twelve-month periods unless either party declines renewal, or unless renewal is redirected to a different tier under Section 3.2.

5.3 Either party may terminate for material breach uncured within thirty (30) days of written notice.

5.4 Effect of expiration or termination. Upon expiration or termination of the Subscription Term for any reason, all licenses granted hereunder end immediately, and Licensee shall cease all use of the Software and

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5.5 Sections 4, 5.4, 6, 7, 8, and 9 survive termination or expiration.

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9. General

9.1 Governing law; venue. This Agreement is governed by the laws of **the State of Delaware (US)**, without regard to conflict-of-laws rules; exclusive venue lies in the courts of **the State of Delaware**.

9.2 Entire agreement; standard terms. This Agreement, together with the recorded certification and purchase receipt, is the entire agreement. LuxAlgo's terms are standard and are not individually negotiated; bespoke terms are available only through LuxAlgo's published custom-terms offering or an Enterprise Agreement, and require a writing signed by both parties.

9.3 Assignment. Licensee may assign this Agreement in connection with a merger or sale of substantially all assets, with notice to LuxAlgo; the assignee's Annual Revenue determines tier at the next renewal per Section 3.2.

9.4 Notices. To LuxAlgo: **legal@luxalgo.com**. To Licensee: the billing email on file.

9.5 Export & sanctions. Licensee represents it is not located in, or owned/controlled by parties in, jurisdictions or lists restricted under applicable export and sanctions laws.

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