

ESSENTIAL STUDIO SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the “**Agreement**”) is a legal agreement between you (“You”, “Your”, or “Customer”) and Syncfusion, Inc., a Delaware corporation with its principal place of business located at 2501 Aerial Center Parkway, Suite 111, Morrisville, NC 27560 (“**Syncfusion**”).

This license is for Essential Studio Enterprise Edition, and all subunits of Essential Studio to include but not limited to Essential Studio JS Edition, Essential Studio WPF Edition, Essential Studio PDF Edition, Essential Studio Xamarin Edition, and Essential Studio Win Forms Edition.

Syncfusion licenses its products on a per-copy basis (referred to below as Retail Licenses), or under a subscription model, including a Team License, Project License, Division License, and Global License. Your right to possess, distribute, develop, and/or compile anything that incorporates, is linked to, or compiled with, any given copy of a Syncfusion Essential Studio software product is set forth in this Agreement. In the event that your copy of this software product is licensed under a Team License, Project License, Division License, or Global License, additional terms and conditions shall also apply which will be set forth in a Master License Agreement, which is a separate written and signed agreement, defined below. In such cases, should there be any conflict between the terms and conditions in the Master License Agreement, and this Software License Agreement, then the terms of the Master License Agreement will govern and control.

Carefully read all of the terms and conditions of this Agreement prior to downloading or installing or using the Licensed Product (as that term is defined below). This Agreement between you and Syncfusion sets forth the terms and conditions of your use of the Licensed Product. For the purposes of this Agreement, the effective date of this Agreement shall be the date upon which you click the “YES” button below. If you are working on behalf of a corporation, company, or other legal entity then you agree you have the ability to bind them to these terms and conditions.

BY CLICKING THE “YES” BUTTON, AND/OR DOWNLOADING AND USING THE LICENSED PRODUCT, YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT CONSTITUTES A BINDING CONTRACT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “NO” BUTTON AND DO NOT DOWNLOAD AND/OR INSTALL OR OTHERWISE USE THE LICENSED PRODUCT.

IF AFTER READING THIS AGREEMENT YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE CONTACT SYNCFUSION PRIOR TO USING THE SOFTWARE PRODUCT VIA EMAIL AT SALES@SYNCFUSION.COM OR BY TELEPHONE AT (888)-9DOTNET [888-936-8638].

1. This Agreement contains the entire understanding of Syncfusion and Customer and supersedes all prior written or oral communications between the parties with respect to the subject matter hereof. Entering into this Agreement does not operate as an acceptance of any terms and conditions that conflict with the terms hereof, and the terms of this Agreement shall prevail over any purported conflicting provisions that might appear in any Customer purchase order or any other instruments. In the event Customer believes PO terms apply, then the only remedy is a pro-rated refund.

By clicking the “[YES](#)” button below, Customer acknowledges and hereby agrees that it has reviewed the terms and conditions of this Agreement and agrees to be legally bound thereby. This Agreement also includes the attached [Schedule A \(Deployment Licenses\)](#), [Schedule B \(Licensed Programs\)](#), [Schedule C \(Licensed Assemblies\)](#), and [Schedule D \(Third Party Licenses and Attributions\)](#), each of which is hereby incorporated herein by this reference.

2. Definitions:

- 2.1. **Community License** means a limited license that may be granted to Customers with (1) less than \$1 million USD in annual gross revenue and (2) Five or fewer developers. Community Licenses provide free access to all the Syncfusion products for individual developers and small businesses, subject to the limitations set forth in Section 4.2(k).
- 2.2. **Computer System** means the computer hardware equipment on which Customer has elected to install and/or execute a given copy of Licensed Program(s).
- 2.3. **Documentation** means the softcopy documentation provided by Syncfusion with the Licensed Program(s), such as softcopy user manuals and online help.
- 2.4. **End-User** means a named individual person that has Programmatic Access and has been granted rights to use the Licensed Product under this Agreement.
- 2.5. **Licensed Assemblies** means the compiled binaries of the Syncfusion software. A complete list of the Licensed Assemblies is set forth on [Schedule C](#).

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- 2.6. **Licensed Product** means, collectively, the Licensed Program(s) and Documentation.
- 2.7. **Licensed Program(s)** means the source code version or executable version of the Syncfusion software, as well as the Licensed Assemblies, as appropriate, as well as any updates or new versions of the same that may be delivered by Syncfusion to Customer during the term of this license.
- 2.8. **Master License Agreement** or **Master Software License Agreement** means an additional agreement produced by Syncfusion that must be signed for Team, Project, Division, and Global Licenses. The terms of the most current Essential Studio Software License Agreement are incorporated by reference into the Master License Agreement and together they function as one agreement. In the event of a conflict between the terms and conditions in the Master License Agreement and the Essential Studio Software License Agreement, the terms of the Master License Agreement will govern and control.
- 2.9. **Platform** means a specific web application framework such as the ASP.NET platform, ASP.NET MVC platform, the JavaScript platform, the Windows Forms platform, the Windows Phone platform, the Windows RT platform, the Universal Windows Platform (UWP), the Xamarin Platform, the Android Platform, the iOS platform, and the Windows Presentation Foundation (“WPF”) platform. Certain additional restrictions may apply to the Licensed Programs that are licensed to, and Maintenance and Support service subscriptions that are provided to, Customer based on the individual Licensed Program and the Platform.
- 2.10. **Programmatic Access** means access and/or the ability to patch, bug fix, code, add a line of code, modify any code, compile, develop, or recompile anything that contains, links to (directly or indirectly), is compiled against, compiles any DLL, or otherwise calls to or relies on the Licensed Product.
- 2.11. **Vendor(s)** means the third parties that furnish Syncfusion with portions of the Licensed Program(s). Certain Vendor software is licensed to be used in conjunction with the Licensed Program(s) and not for any other use.
- 2.12. **License Types**
- (a) A **Team License** shall mean a subscription license that provides a limited number of licenses to a set amount of developers for a named Customer. Customer must procure enough active licenses for each individual who has Programmatic Access. A Team License only grants rights to a named Customer and does not extend any right, in any form, to any parent or subsidiary company of Customer.
 - (b) A **Project License** shall mean a subscription license which covers one named Customer application. The license fees are based on the total number of developers working on a named project, regardless of whether such developers are directly using the Licensed Product. For the purposes of pricing and license administration, a “Project Team” is deemed to be a distinct Customer software team within a Customer’s business unit that works towards a distinct business purpose for the benefit of a single application. Customer is required to identify the name of each such Project Team to Syncfusion; such name must be unambiguous in nature. It is acknowledged and agreed by Customer that each identified Project Team shall exist for a valid business purpose and not just as a means for consolidating software licenses to minimize license fees that are otherwise due. If, in the sole opinion of Syncfusion, multiple Customer teams would each individually meet the above definition of a Project Team, such multiple teams shall not be combined for the purpose of consolidating licenses under a single Project Team. Customer is responsible for providing information about each such Project Team to Syncfusion. By entering into this Agreement, Customer represents that after the effective date, it will not withhold information that Syncfusion requires to properly license each such Project Team, and further agrees that any misrepresentation in this regard constitutes a material breach of this Agreement.
 - (c) A **Division License** shall mean a subscription license which will cover one named Division and allow for development work on more than one project within such Division. A Division shall mean a business unit within Customer’s organization that works towards a distinct business purpose. Customer is required to identify the name of such Division to Syncfusion; such name must be unambiguous in nature. License fee determinations will be at the sole discretion of Syncfusion and be based on such factors including, but not limited to, Customer’s Division size, developer count, and the scope of the Division’s business purpose. By entering into this Agreement, Customer acknowledges that it is responsible for providing information about the named Customer Division to Syncfusion sufficient for Syncfusion to price the Division License, and Customer represents that it will not withhold information that Syncfusion requires to properly license each such named Customer division, and further agrees that any misrepresentation in this regard constitutes a material breach of this Agreement.
 - (d) A **Global License** shall mean a subscription license for all development for a named Customer, where the license fees are based on the overall size of a named Customer. A Global License only grants rights to a named Customer and does not extend any right, in any form, to any parent or subsidiary company of Customer.
 - (e) A **Retail License** shall mean a single named user, non-transferable license to use the Licensed Product. Retail Licenses will only be made available to Customers in Syncfusion’s sole discretion and only when the number of such End- Users is finite and readily ascertainable. Accordingly, Syncfusion will make a determination as to whether or not the provision of Retail Licenses is appropriate under the circumstances applicable to any given Customer, and Syncfusion reserves the right, in its sole discretion, to refuse to make available Retail Licenses to a Customer and instead require a given Customer to procure a Project

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License, Division License, or Global License as circumstances dictate. A Retail License only grants rights to a named Customer and does not extend any right, in any form, to any parent or subsidiary company of Customer.

3. License Fee:

- 3.1. The license fee ("License Fee") is the aggregate of the fees for the Licensed Program(s) selected by Customer.
- 3.2. The License Fee is due and payable by Customer upon receipt of Syncfusion's invoice. All payments under this Agreement shall be made in United States dollars, and if not paid within thirty (30) days of when due will be subject to interest at the rate of eighteen percent (18%) annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment was due until payment is made. In addition, Customer agrees to pay Syncfusion's cost of collecting any past-due amounts under this Agreement, including but not limited to reasonable attorneys' fees.

4. License Grant:

- 4.1. Syncfusion hereby grants to Customer a limited, non-exclusive, non-transferable license to use Licensed Product in accordance with the terms and conditions specified in this Agreement, solely for the purpose of developing Customer products. For the avoidance of doubt, Customer agrees that the Licensed Product is licensed and not sold. All use of the Licensed Program(s) by Customer shall be made solely in accordance with the Documentation and this Agreement. Furthermore, Customer receives no rights to the Licensed Product other than those specifically granted herein. Each individual with Programmatic Access must have an active license.
- 4.2. All licenses are subject to the following limitations:
 - (a) The Licensed Product shall be used only by Customer for Customer's sole and exclusive benefit, and shall not be used to provide time-sharing or other similar services.
 - (b) Customer shall not transfer, distribute, or sublicense the Licensed Product to any third parties, and Customer's license shall automatically terminate in the event of such a transfer or distribution.
 - (c) Unless noted in a Master License Agreement that is signed by both parties, Customer shall not lease or lend the Licensed Product (s) or otherwise allow use or Programmatic Access of the Licensed Product(s) by or on behalf of any third party (including any Customer third-party contractor), nor describe the results of any benchmarking of the Licensed Program(s), whether or not obtained with Syncfusion's assistance, to any third party. For Retail Licenses, Customer cannot allow any third parties, such as contractors or outsourcers, to use Licensed Product(s) on Customer's behalf. Third party contractors and outsourcers may be allowed for Team, Project, Division, and Global Licenses. In such cases, this allowance will be noted in the Master License Agreement. Such allowance of contractors will be at an additional cost to the Customer and subject to Syncfusion's sole discretion. A breach of this section is a material breach of the agreement and will result in immediate termination of all Customer's license rights.
 - (d) Syncfusion strongly recommends that Customer not combine the Licensed Program(s) with other software licensed by Customer from any third parties if such third-party software is substantially similar to that of the Licensed Program(s). Such use of third-party software may create technical difficulties, including, but not limited to, interoperability difficulties; therefore, any such use of third party software is at Customer's discretion and Customer shall bear any and all liability that may arise from such use.
 - (e) Customer must comply with the following requirements in this Section noted below. Customer acknowledges that any breach of this Section will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder.
 - 4.2.e.1. Customer cannot use the Licensed Product in such a way that results in Customer's development of software products that are directly or indirectly competitive with the Licensed Product or any other Syncfusion products.
 - 4.2.e.2. Customer's use of the Licensed Program(s) must be for the purpose of developing Customer products that include significant value-added features.
 - 4.2.e.3. The Licensed Program(s) may not be used to create frameworks/controls/wrappers or other such products that are intended to be programmatically reused by anyone.
 - 4.2.e.4. Subject to the limitations of Section 4.2(f) Customer's limited right to re-distribute retail/release builds of Syncfusion libraries along with Customer's product(s) is permitted only so long as the Syncfusion libraries are not directly accessible for use within Customer's product(s) and/or outside of it.
 - 4.2.e.5. For the avoidance of doubt, the Licensed Product's source code cannot be distributed or redistributed by Customer under any circumstances. If Customer distributes products which include the source code of such products, only executable code for the Licensed Product can be included.

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- (f) Customer may re-distribute the Licensed Product only in accordance with the terms and conditions outlined in this Section:
- 4.2.f.1. Subject to Customer's compliance with all of the limitations of this Agreement, a Customer may re-distribute retail/release builds of Syncfusion libraries as incorporated in Customer's product(s) only so long as all modified binaries that are incorporated in such Customer products are created while Customer is under an active Maintenance and Support services subscription or an active Team, Project, Division, or Global subscription term. In such cases, Customer must:
 - 4.2.f.1.1. (i) ensure that such Licensed Assemblies include license checks that prevent the use of the Licensed Assemblies for development purposes when such Licensed Assemblies are distributed as part of Customer's products, and
 - 4.2.f.1.2. (ii) represent and warrant to Syncfusion that Customer's products do not infringe upon any proprietary rights of any third parties, including without limitation patent rights. Customer acknowledges and agrees that any re-distribution of any such modified binaries created when Customer is not under an active Maintenance and Support services subscription or an active Team, Project, Division, or Global subscription term will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder. Customer's re-distribution of Syncfusion libraries as part of Customer products is without royalty to Syncfusion.
 - 4.2.f.2. Following the expiration of a Maintenance and Support services subscription, and subject to all applicable requirements stated in Sections 4.2(f) and 6, Customers with **Retail Licenses** may continue to re-distribute Licensed Assemblies in a Customer's product if all of the terms of this Agreement are followed, so long as all modified binaries incorporated in such Customer products were created or incorporated while Customer was under an active Maintenance and Support services subscription. Customer must be under an active maintenance and support services subscription to make any changes, fix any bugs, create any new versions, or otherwise modify anything that contains, links to (directly or indirectly), is compiled against, compiles any DLL, or otherwise calls to or relies on the Licensed Product. Customer acknowledges and agrees that any of the following actions are deemed material breaches of this Agreement:
 - 4.2.f.2.1. creating or modifying any binaries that are incorporated in a Customer product while Customer is not under an active Maintenance and Support services subscription;
 - 4.2.f.2.2. re-distributing any Customer product or other software that include any modified binaries in any part of the Customer product (or other software) that incorporates Syncfusion's Licensed Products if created at a time when Customer was not under an active Maintenance and Support services subscription.
 - 4.2.f.3. In conjunction with all applicable terms concerning Termination in Section 6, customers with **Team, Project, Division, or Global Licenses** cannot continue to possess, distribute, lease, license, or provide maintenance to any applications that contain or depend on the Licensed Product(s) following the termination of an active **Team, Project, Division, or Global License** subscription term.
- (g) Customer's right to deploy, evaluate, and use the Licensed Programs may be further limited based on the Platform for which a given Licensed Program is licensed. In the event that such use is to be limited to a specific Platform, the allowed Platform(s) will be set forth in the invoice provided to you by Syncfusion.
- (h) Retail/release builds of the Licensed Products that are designed for operation under server environments may be installed in server environments such as Microsoft ASP.NET, and ASP.NET MVC, subject to the specific conditions of this Section 4.2(h) and this Agreement. For the avoidance of doubt, a "server" or "server environment" includes physical hardware servers located on Customer's premises or in a hosted environment or in a cloud environment, whether or not the physical server is a dedicated machine or a virtual server installation. Schedule A sets forth a complete list of the deployment licenses that are included at no additional cost with each Licensed Product. In the event that Customer chooses to install one or more of the Licensed Products on a server, Customer shall ensure that only Customer's products, and no third-party software programs, are able to create and use the Syncfusion libraries contained therein. Customer warrants that such libraries shall not be used for any software development purposes whatsoever. Customer acknowledges and agrees that any breach of this Section 4.2(h) will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder.
- (i) Customer acknowledges and agrees that there are additional limitations on making copies of the Licensed Product.
- 4.2.i.1. Subject to the limitations of this Agreement, Customer may make multiple copies of the Licensed Product, so long as Customer includes all Syncfusion proprietary rights notices on such copies. However, such multiple copies are for the exclusive use of a single End-User and are only allowed for the convenience of such End-

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User to work on more than one computer system non-simultaneously. Customer acknowledges and agrees no copies of the Licensed Product are transferrable between End-Users.

- 4.2.i.2. Subject to the limitations of this Agreement, Customer must ensure that each individual End-User has an assigned copy of the Licensed Product and is in compliance with the requirements below
- 4.2.i.2.1. Each user that is building Customer products that rely on or use the Licensed Product in any manner are required to have an assigned copy of the Licensed Product.
- 4.2.i.2.2. Customer further agrees that it must ensure that it has an adequate number of licensed copies of each Licensed Program
- 4.2.i.2.3. Customer represents and warrants that it has obtained a copy of the Licensed Program for each individual that writes software applications that create code, use, work with, or test software applications that incorporate the Licensed Program(s), including without limitation testers that test software applications written with the Licensed Program with the aid of a scripting environment. Notwithstanding the foregoing, testers that test applications manually (without the aid of tools such as a scripting environment) are not required to have a copy of the Licensed Program. For the avoidance of doubt, such testers shall be exempt only if they have not performed any role during the development of any part of the application and are simply involved in final manual testing as an end.
- 4.2.i.2.4. Customer will comply with all Syncfusion requests for information concerning its compliance as described herein. Syncfusion retains the right to request, and Customer is required to provide no later than thirty (30) days from the date of Syncfusion's initial request, reasonable assurances of Customer's compliance with the terms of this Section 4.2.i.2. Such assurances should include, but not be limited to, information that accurately supports the full scope of Customer's use of the Licensed Product, including (1) the name of Customer's products (software application(s) or software development(s)) that link to or are dependent upon the Licensed Product, (2) the location of the premises where such Customer products are developed, (3) the means by which Customer's software teams obtained and share copies of the Licensed Products, and (4) the size of the team (an actual physical count of all individual members of such team) working on each software application or development that incorporates or is linked to the Licensed Product. Syncfusion reserves the right to request additional information, and Customer shall provide such additional information, that Syncfusion believes at its discretion is necessary to make such reasonable assurances accurate and complete. For the avoidance of doubt, the information requested herein does not constitute an audit of Customer's environment or operations by Syncfusion.
- 4.2.i.3. In the event that Customer uses a dedicated build machine to build Customer's products, Customer does not need to have a separate copy of the Licensed Product assigned to the dedicated build machine, but rather may use a copy of the Licensed Product assigned to the primary user of the dedicated build machine. For the avoidance of doubt, Customer agrees that in order for a given computer to constitute a dedicated build machine, such computer must contain no software other than Customer's product and those portions of the Licensed Programs included with Customer's product, and such computer may not be used for developing software products that use the Licensed Product.
- 4.2.i.4. For Retail Licenses, no internal transfer of any copies of the Licensed Program from one individual End-User to another is permitted.
- 4.2.i.5. For Team Licenses, Customers may transfer each of its allocated licenses from one developer to another developer four (4) times per license per twelve-month period. This twelve-month period is calculated from the date of initial assignment. Transfers should only be made within the Syncfusion portal and can only be done during an active subscription term.
- 4.2.i.6. Syncfusion will, in its sole discretion, make the final determination as to the number of copies of the Licensed Product that Customer must license in order to provide adequate copies for Customer's personnel and authorized subcontractors. Syncfusion will make allowances for testers and will not count computers that constitute dedicated build machines.
- 4.2.i.7. Customer acknowledges that any breach of this Section 4.2(i) shall constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder.
- (j) The Licensed Programs are available individually, each of which is set forth on Schedule B to this Agreement, and as part of a suite branded as an edition of Essential® Studio. In the event that Customer's license hereunder is limited to one or more individual Licensed Programs, Customer may still elect to install one of the available editions of Essential® Studio as set forth in this Section 4.2(j). Customer acknowledges and agrees that Customer's installation of one of the available editions of Essential® Studio (rather than just the individually Licensed Programs) is deemed to be acceptance of the following additional limitations:

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- 4.2.j.1. Customer may use the controls/frameworks included with those Licensed Programs for which it possesses a valid license for commercial development and redistribution purposes as set forth elsewhere in this Agreement; and
 - 4.2.j.2. Customer may use the controls/frameworks included with all other Licensed Programs included in the edition of Essential® Studio that Customer installs, but only for internal evaluation purposes and for no other purpose; and
 - 4.2.j.3. Customer's use of the controls/frameworks for which it does not possess a valid license, for other than for internal evaluation purposes, shall constitute a material breach of this Agreement; and
 - 4.2.j.4. Maintenance and Support services are not provided for Licensed Programs for which Customer does not possess a valid, fully paid-up commercial development license.
- (k) Community Licenses are subject to the further restrictions set forth in this Section.
- 4.2.k.1. Community Licenses are not available to any government agency or any quasi-government agency regardless of the size of such agency or its budget.
 - 4.2.k.2. Community Licenses may be used by individual End-Users for any legal purpose, including commercial use, subject to each limitation set forth in this Agreement. Individual End-Users may not use any Licensed Product licensed under the Community License on behalf of any entity or organization unless the entity or organization would itself qualify for Community Licenses under the financial test set forth below.
 - 4.2.k.3. In order to qualify for a Community License, an entity or other organization must meet all of the following requirements:
 - 4.2.k.3.1. An entity or organization must have gross annual revenues of less than One Million United States Dollars (\$1,000,000.00 USD), or equivalent in foreign currency, during each year that Customer desires to remain a licensee under a Community License. Syncfusion reserves the sole right to make a final determination as to whether Customer shall initially qualify for, and subsequently maintain, the right to hold a Community License. For the purpose of determining and maintaining eligibility for a Community License, there shall be absolutely no exceptions made when determining gross annual revenues. If an entity or organization is controlled by another entity or organization, the controlling entity or organization must also meet the gross annual revenue requirement when aggregating all such entities owned or controlled by the parent entity or organization. Community Licenses can also be used by non-profit organizations with an annual total budget of less than One Million United States Dollars (\$1,000,000.00 USD) or equivalent in foreign currency.
 - 4.2.k.3.2. An entity or organization may not have ever received more than Three Million United States Dollars (\$3,000,000.00 USD) in capital from an outside source such as private equity or venture capital in order to be eligible for the community license.
 - 4.2.k.3.3. An entity or organization may not have more than five (5) total developer End Users. No entity or organization may hold more than five (5) Community Licenses at any given point in time. Holding more than five (5) Community Licenses at any point in time will automatically make the entity or organization ineligible for Community Licenses from that point forward, and the entity or organization shall remain ineligible even if the number of Community Licenses should subsequently fall back under this numerical limit.
 - 4.2.k.4. Syncfusion reserves the right to request, and Customer shall promptly provide, all reasonable cooperation to verify Customer's eligibility for obtaining and/or maintaining Community Licenses, including access to validating documentation as needed.
 - 4.2.k.5. Community Licenses are non-transferable under any and all circumstances.
 - 4.2.k.6. Syncfusion does allow non-University level classrooms use Syncfusion's community license, for classroom educational instruction only, so long as they notify Syncfusion and do not use Syncfusion in any commercial applications.
 - 4.2.k.7. Customer cannot use Community Licenses to provide services on behalf of another entity or organization unless the entity or organization to which the service is provided is also eligible for Community Licenses under the terms set forth herein.
 - 4.2.k.8. Community Licenses do not require renewals as the license will continue to be valid perpetually so long as the Customer continues to be eligible to hold a Community License under the terms of this Section.
 - 4.2.k.9. If Customer becomes ineligible as set forth herein to continue as a licensee under a Community License, Customer shall immediately notify Syncfusion of such occurrence and upgrade to a standard commercial license (whether a Retail License, Team License, Project License, Division License, or Global License as

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circumstances dictate). Failure to notify Syncfusion within sixty (60) days of eligibility constitutes a material breach of the Agreement.

4.2.k.10. Community Licenses never include access to source code editions of the Licensed Product. Customers that desire a source code edition of a Licensed Product must upgrade to a standard commercial license.

4.2.k.11. The Licensed Product licensed under the Community License is provided “as is”, without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event shall Syncfusion be liable for any claim, damages, or other liability, whether in an action of contract, tort, or otherwise, arising from, out of, or in connection with the Licensed Product or the use or other dealings in the Licensed Product when licensed under a Community License.

4.2.k.12. The version of the Licensed Product made available as a Community License may be referred to as the Essential® Studio Enterprise – Community Edition, or Syncfusion may simply indicate that the Licensed Product is provided under a Community License when licensed to You under the Community License terms of this Section.

4.2.k.13. Syncfusion reserves all rights and shall be solely able to determine the eligibility for any Customer to obtain and hold a Community License. In the event an individual or organization is found to be ineligible, such individuals or organizations shall immediately cease use of the Community License or upgrade to a commercial license.

(l) Electronic Delivery. All Licensed Programs and Documentation shall be delivered by electronic means unless otherwise specified in a separate written agreement. A Licensed Program shall be deemed to have been delivered when it is made available to Customer for download.

(m) Syncfusion reserves all rights to the Licensed Product not specifically granted herein.

(n) **Open Source Project Terms:** Should Customer use the Licensed Product to create any Open Source Project(s), and share such Project(s) with others, Customer will abide by the following additional terms. Failure to abide by any of the following additional terms is a material breach of this Agreement which will result in immediate termination of all rights granted hereunder. Upon breach of this section titled “Open Source Project Terms,” Customer is immediately liable for all damages caused directly or indirectly by Customer’s breach of this Agreement.

- a) Customer must have a written agreement in place under which grants rights to its Open Source Project, and such written agreement shall clearly state that any person or entity obtaining any Syncfusion code, licensed assemblies, or dependencies as a result of the Open Source Project must obtain their own licensed copy of the Licensed Product from Syncfusion.
- b) Customer shall not distribute any Syncfusion binaries as part of an open-source project.
- c) The Open Source Project(s) may not be licensed under any viral code license, copyleft license, General Public License (GPL), to include, but not be limited, to GNU or GPL, or any similar licenses.

4.3. Customer acknowledges and agrees that the Licensed Program contains certain features that allow Customer to develop Customer products that implement different versions of the Microsoft® Office User Interface and/or similar interfaces. Customer acknowledges and agrees that such features shall not be used by Customer under any circumstance unless Customer obtains a license for the relevant Microsoft® Office User Interface directly from Microsoft. Customer further acknowledges and agrees that the Licensed Product may contain optional components that are licensed under the MIT/BSD License or similar open-source licenses. Accordingly, Customer explicitly acknowledges and hereby agrees that it is solely responsible for obtaining any necessary third-party licenses and for operating in compliance with any such third party licenses if Customer chooses to use any such optional third party software components. Further information regarding such third-party licenses is available in **Schedule D (Third Party Licenses and Attributions)**.

4.4. Syncfusion provides access to the open programming extension (“OPX”). OPX does not require you to be a customer of Syncfusion’s. OPX is a separate download, a separate install, and is not part of Syncfusion Essential Studio. OPX requires an independent download and install, and use of OPX is not governed by this Agreement. Access to OPX files is provided to you for reference only and is provided “as-is” and without any warranty or indemnification of any kind. Accordingly, Customer acknowledges and agrees that Customer shall remain solely liable for any claims that may arise from Customer’s use of OPX, regardless of whether such claims arise alone or in connection with any other products provided by Syncfusion. For the avoidance of doubt, Customer hereby acknowledges and agrees that Syncfusion shall have no liability to Customer whatsoever under any circumstances related to OPX. OPX may contain GPL; Syncfusion makes no representations or warranties and does not provide indemnification regarding OPX licenses.

4.5. Syncfusion provides optional samples of code created with the Licensed Product; however, such optional samples of code are not part of Syncfusion’s Licensed Products and are only made available for the purpose of demonstration. Syncfusion does not provide products shown in the sample other than the Licensed Product and does not provide a warranty or indemnity

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of any kind related in any way to such sample code. Syncfusion does not provide indemnification for any optional sample code. Syncfusion does not provide endorsement of any kind to any product or technology shown in the optional sample code.

5. Title: No title to or ownership in the Licensed Product is transferred to Customer. Title to and all applicable rights in patents, copyrights, trademarks, and trade secrets in the Licensed Product shall remain in Syncfusion or third parties from whom Syncfusion has obtained rights to license the Licensed Product. The Licensed Product provided hereunder, including the ideas, concepts, know-how, and technology contained therein, is proprietary and confidential to and contains trade secrets of Syncfusion and its Vendors, and Customer agrees to be bound by and observe the proprietary, confidential, and trade secret nature thereof as herein provided. Customer agrees to take appropriate action by instruction or agreement with its employees who are permitted access to the Licensed Product to fulfill its obligations hereunder. Except as may be permitted in writing by Syncfusion, Customer shall not provide, or otherwise make available, the Licensed Product or copies thereof to any third party.

6. Termination:

6.1. Retail Licenses

(a) Subject to the limitations of the Agreement, and so long as the term of this Agreement is continuous and has never been terminated, the term of the rights licensed under this Agreement with regard to the continued distribution of compiled binaries created by Customer that (i) incorporate or depend on the Licensed Product, **and** (ii) were created while under an active Maintenance and Support services subscription, **and** (iii) do not and have not violated the limitations of Section 4.2(f), is perpetual. However, Customer's right to any create modified binaries that are incorporated in Customer's products is term-limited to the period of time that Customer is under an active Maintenance and Support services subscription, as further set forth in detail in Section 4.2(f). Maintenance and Support services subscriptions under Section 10 are generally limited in duration to one (1) year, subject to renewal at Syncfusion's sole discretion. For the avoidance of doubt, Customer acknowledges and agrees that the only portion of the rights licensed hereunder that is perpetual is the limited right to re-distribute the compiled binaries that were incorporated in Customer's product and that were created when all modified binaries were created under an active Maintenance and Support services subscription.

(b) Syncfusion agrees that any expiration of this Agreement shall not affect Customer's right to re-distribute Licensed Assemblies so long as: (i) such Licensed Assemblies were incorporated into Customer's products prior to the expiration of an active Maintenance and Support services subscription, and (ii) so long as Customer's products were distributed for external use (i.e. by Customer to individuals outside of Customer's organization, subsidiaries, and affiliates) prior to any such expiration of an active Maintenance and Support services subscription, and (iii) so long as Customer is in compliance with the limitations of Section 4.2(f) and all applicable limitations in this Agreement.

(c) Customer acknowledges and agrees that any of the following actions are deemed material breaches of this Agreement: (i) creating or modifying any binaries that are incorporated in a Customer product while Customer is not under an active Maintenance and Support services subscription; and/or (ii) re-distributing any Customer product or other software that include any modified binaries in any part of the Customer product (or other software) that incorporates Syncfusion Licensed Products if created at a time when Customer was not under an active Maintenance and Support services subscription. For the avoidance of doubt, Customer acknowledges and agrees that it may not make any changes, fix any bugs, create any new versions, or otherwise modify any Customer product that includes or depends on the Licensed Product unless Customer is currently operating under an active Maintenance and Support services subscription.

(d) Additionally, Customer acknowledges and agrees that upon termination of this Agreement, Customer will remove all Licensed Products and Licensed Assemblies from any Customer product or other software that is used internally within Customer's organization (including that of its subsidiaries and affiliates).

(e) Customer acknowledges and agrees that in the event of the termination of this Agreement for material breach, Customer will no longer have the right to possess the Licensed Assemblies, and subsequently cannot distribute any software code or application that includes the Licensed Product.

(f) This Section only pertains to Retail Licenses and is not applicable to Team, Project, Division, or Global Licenses.

6.2. Team Licenses, Project Licenses, Division Licenses, and Global Licenses

Upon expiration or termination of any Team, Project, Division, or Global License, Customer is obligated to do all of the following:

(a) Customer shall immediately return or destroy the Licensed Program(s) and copies thereof as directed by Syncfusion and, if requested by Syncfusion, certify in writing as to the destruction or return of the Licensed Product and all copies thereof.

(b) Customer will remove all Licensed Products and Licensed Assemblies from any Customer product or other software that is used internally within Customer's organization (including that of its subsidiaries and affiliates).

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- (c) If requested by Syncfusion, Customer shall scan its systems in accordance with instructions provided by Syncfusion, and furnish results to Syncfusion indicating the Licensed Product has been completely removed.
- (d) After complete removal from Customer's systems, Customer does not need to recall Customer's products which were distributed for external use (i.e., by Customer to individuals outside of Customer's organization, subsidiaries, and affiliates) prior to any such expiration of termination of the Agreement. However, Customer cannot continue to possess, lease, license, or provide maintenance to any applications that contain or depend on the Licensed Product(s).
- (e) Customer acknowledges and agrees Customer will no longer have the right to possess the Licensed Assemblies, and subsequently cannot distribute any software code or application that includes the Licensed Product.

6.3. All License Types

Syncfusion shall have the right to terminate Customer's license if Customer fails to pay any required license fee(s) or otherwise fails to comply with the license terms and conditions set forth herein.

- (a) In the event that Customer's failure to comply is not payment related, Syncfusion shall give written notice to Customer of such default, and if such default has not been remedied within thirty (30) days after such notice, the license granted hereunder shall terminate.
- (b) In the event that Customer has failed to pay any required fee(s), whether an initial license fee or fee for additional licenses, maintenance, subscriptions, or any other services, Syncfusion shall give written notice to Customer of such default, and if such default has not been remedied in full within five (5) days of such notice, all licenses granted hereunder are hereby automatically revoked without further notice. Once any licenses are revoked for failure to pay license fees, all redistribution of the Licensed Product, including under prior agreements, shall be strictly prohibited. Syncfusion shall not be required to give any written notice in the event that Customer's material breach of this Agreement results in the immediate termination of the license granted under this Agreement.
- (c) Customer agrees that it shall, upon (i) expiration of this Agreement or (ii) upon termination of the licenses granted hereunder by Syncfusion due to Customer's default or material breach of the terms of this Agreement or (iii) upon expiration or termination of any Team, Project, Division, or Global License, Customer shall immediately return or destroy the Licensed Program(s) and copies thereof as directed by Syncfusion and, if requested by Syncfusion, certify in writing as to the destruction or return of the Licensed Product and all copies thereof.

6.4. Sections 5, 7, 8, 9, 11, 16, and 17 of this Agreement shall survive the expiration or termination of Customer's license and this Agreement.

7. Warranty:

7.1 Upon installation on the Computer System, the Licensed Program(s) will perform in all material respects in accordance with the specifications in the Documentation for a period of sixty (60) days. Should Customer discover a defect within this sixty (60)-day time frame, Customer must supply Syncfusion with written notice which specifies the nature of such defect and provide sufficient detail for Syncfusion to address and remedy the claimed defect. Such notice must be delivered to Syncfusion within such 60-day time frame. Syncfusion shall have forty-five (45) days from the date it receives such notice to cure the claimed defect. Customer's sole remedy for any defect in the Licensed Program(s) not cured in the 45-day period shall be to terminate this Agreement and receive a refund of amounts paid. Any modification or attempted modification of the Licensed Product by Customer or any failure by Customer to implement any improvements or updates to the Licensed Product as supplied by Syncfusion shall void this limited warranty. Syncfusion shall not be responsible for any defect in, or any defect caused by, any additions or modifications to the Licensed Product by Customer.

7.2 EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED ABOVE IN THIS SECTION SYNCFUSION MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING.

8. Patent and Copyright Indemnification:

8.1 Subject to the limitation of liability set forth in Section 9 below, Syncfusion shall indemnify Customer in any action, suit, or proceeding brought against Customer insofar as it is based on a claim that the Licensed Product delivered hereunder infringes any United States copyright.

8.2 Indemnity hereunder does not extend to any claims of infringement or misappropriation of any patent, trade secret, trademark, or other intellectual property rights,

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- 8.3 Customer acknowledges and agrees that the only entity that can be liable for indemnification under this Agreement is Syncfusion.
- 8.4 Indemnification hereunder shall be contingent upon Customer providing prompt notice of such claim in writing, and upon Customer granting Syncfusion full authority, information, and assistance (at Syncfusion's expense, up to the limitation of liability) for the defense of such claim.
- 8.5 Syncfusion shall pay all damages and costs finally awarded therein against Customer, subject to the limitation of liability of Section 9.2 and the terms and conditions herein, following the final resolution of any such claims before a court of competent jurisdiction, but shall not be responsible for any compromise made without its consent.
- 8.6 Syncfusion may, at its option and expense, (a) replace or modify the Licensed Product so that infringement will not exist or (b) refund to Customer prepaid License Fees on a pro-rata basis.
- 8.7 Syncfusion's indemnification hereunder shall not extend to any infringement or claim thereof which is based upon (i) the combination of the Licensed Product delivered hereunder with any software or device not supplied by Syncfusion; (ii) any specifications provided to Syncfusion by Customer; or (iii) modifications to the Licensed Product not performed by Syncfusion.

9. Use of Licensed Program(s) and Limitation of Liability:

- 9.1 The Licensed Program(s) are tools that are not intended to replace the professional skills and judgment of Customer and its employees, agents and consultants. Customer alone shall be responsible for the accuracy and adequacy of information and data furnished for processing and any use made by Customer of the output of the Licensed Program or any reliance thereon by Customer or users of Customer products. Customer shall also be responsible for the continued operation and maintenance of the computer equipment and the third-party software used with the Licensed Program. For these reasons, Customer agrees to be solely responsible for the design, repair, and configuration of Customer's equipment, machinery, systems, and/or products. Customer assumes all risks and liability for results obtained by the use of and/or implementation of the designs developed by Customer that are in any way influenced by the use of the Licensed Program(s) or the provision of services, whether such designs are used singly or in combination with other designs or products. Customer shall protect, indemnify, hold harmless, and defend Syncfusion of and from any loss, cost, damage, or expense, including attorneys' fees, arising from any claim asserted against Syncfusion that is in any way associated with the matters set forth in this Section
- 9.2 Without limitation of Section 9.1 above, and to the fullest extent permitted by law, the liability of Syncfusion for any claim relating to the subject matter of this Agreement, regardless of the form of action, whether in contract or tort, including claims of negligence or claims of intellectual property infringement against Syncfusion, shall be limited to the total of all amounts Customer has paid to Syncfusion for the Licensed Program(s) or services that are finally determined by a court of competent jurisdiction to have caused damages or that are related to the cause of action. The limitation of liability hereunder shall be further limited to the amounts received by Syncfusion from Customer in the twelve (12) month period preceding the date that Customer provides Syncfusion with written notice of such claim. Syncfusion is not required to spend more than the amounts received by Syncfusion from Customer in the twelve (12) month period preceding the date that Customer provides notice of a claim, including without limitation on attorneys' fees, court costs, settlements, judgments, and reimbursement of costs. In no event shall Syncfusion be liable for any incidental, indirect, exemplary, special, or consequential damages including, without limitation, loss of use, loss of profits, or other consequential damages, even if Syncfusion has been advised of the possibility of such damages. If applicable law limits the application of any of the provisions stated herein, Syncfusion's liability will be limited to the maximum extent permissible.
- 9.3 No action, regardless of form, relating to the transactions under this Agreement may be brought by Customer more than one (1) year after the event giving rise to the cause of action has occurred.
- 9.4 For the avoidance of doubt, Syncfusion assumes no liability whatsoever under any circumstances that may arise from a claim of patent infringement against Customer or a licensee of Customer's products.
- 9.5 Customer acknowledges and agrees that Syncfusion disclaims and therefore accepts no liability, in any form, for any claim relating to any open source software. Further, Customer acknowledges and agrees that Syncfusion shall have no liability, in any form, for any data loss caused by Customer's use of any open source software in any manner or form.

10. Maintenance and Support:

- 10.1 Maintenance and Support services are included under all Team Licenses, Project Licenses, Division Licenses, and Global Licenses. For all Retail Licenses and other non-subscription licenses, Maintenance and Support services subscriptions are available from Syncfusion for an additional charge. Maintenance and Support services subscriptions are provided in accordance with the terms of Syncfusion's then-current support and maintenance policies. A current version of those policies is available from Syncfusion upon request. In the event that Customer declines to purchase and initiate Maintenance and Support services subscriptions at the time of installation of the Licensed Program, or in the event that Customer allows Maintenance and Support service coverage to lapse for any period of time, Customer agrees that (i) Maintenance and Support service fees will be due, upon the resumption of Maintenance and Support services, for any period during which Customer previously declined to purchase Maintenance and Support services; and (ii) Customer must pay an upgrade fee to update the Licensed Program(s) to

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the then-latest version. Failure to maintain a Maintenance and Support services subscription will limit Customer's right to use the Licensed Programs to create and re-distribute modified binaries for Customer's product(s) as set forth in Section 4.2(f).

10.2 For Retail Licenses, Team Licenses, Project Licenses, Division Licenses, and Global Licenses, Syncfusion requires that each copy of the Licensed Program be assigned to an individual End-User for the purpose of providing Maintenance and Support services. Accordingly, Customer acknowledges and agrees that it will be required to provide information to Syncfusion that Syncfusion reasonably requests to identify each individual End-User in order for Syncfusion to provide such Maintenance and Support services.

10.3 In certain instances, Customer may have properly obtained Retail Licenses rather than a Project, Division, or Global License, but subsequent to the procurement of such Retail Licenses, Customer's actual use of the Licensed Programs may increase to the extent that a Project License, Division License, or Global License is more appropriate. Accordingly, Syncfusion reserves the right to make a determination as to whether or not the provision of a Maintenance and Support services subscription for existing Retail Licenses continues to be appropriate under the circumstances applicable to any given Customer, and reserves the right, in its sole discretion, to require a given Customer to procure a Project License, Division License, or Global License for the continuation of such Maintenance and Support services subscriptions for such previously procured Retail Licenses. For the avoidance of doubt, Syncfusion reserves the right to refuse to renew any given Maintenance and Support services subscription at its sole discretion.

10.4 Syncfusion reserves the right, in its sole discretion, to limit or suspend the provision of services under a Maintenance and Support services subscription in the event that Syncfusion determines that Customer is abusing its Maintenance and Support services subscription and/or is acting in violation of Section 18 of this Agreement. Examples of such abuse include, but are not limited to, (i) Customer personnel making excessive use of Syncfusion support resources, (ii) Customer personnel making unreasonable demands of Syncfusion support personnel, (iii) Customer maintaining a number of Maintenance and Support services subscriptions that is fewer than the number of Licensed Products originally licensed or that is currently in use by Customer's personnel, or (iv) Customer maintaining only a single or small number of valid Retail License(s) for a given Licensed Product while allowing multiple End-Users to share fixes and support services obtained by other End-Users.

10.5 Maintenance and Support services are provided to Customer only, and a Maintenance and Support services subscription is valid only between Customer and Syncfusion. All help tickets, or maintenance and support requests, must be submitted by Customer and may not be submitted by any third party on behalf of Customer, unless third parties are allowed pursuant to a Master License Agreement signed by both Customer and Syncfusion. This prohibition against the use of third parties includes, but is not limited to, (i) Customer's use of a third party to submit help tickets on Customer's behalf, (ii) Customer submitting a help ticket on behalf of a third party, (iii) Customer using a third party to submit a request for support. Further, Customer cannot use any third party to provide maintenance, support, or updates to the Licensed Product or any Customer product or other software application that incorporates the Licensed Product; all Maintenance and Support services must be obtained directly from, and only from, Syncfusion. Customer acknowledges that any breach of this Section 10.5 will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder.

10.6 Maintenance and Support services are subject to Fair Use limits. These limits are currently defined as up to one hundred sixty (160) hours of work each month or if in Syncfusion's sole opinion, the Customer is submitting tickets that would exceed the industry standard of fair use. Syncfusion will review all support requests from customers with at least ten times the average number of such requests to determine whether they meet these guidelines.

11. Confidentiality and Proprietary Rights:

11.1 Syncfusion provides an off-the-shelf product. Syncfusion does not collect or require Customer's confidential information. No information disclosed by the Customer to Syncfusion will be considered Confidential Information, even if so marked or designated, unless it meets the requirements included in this Section. "**Confidential Information**" shall mean any non-public, sensitive information which could reasonably be considered confidential (including without limitation any formula, pattern, compilation, program, device, method, technique, or process) that is disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") pursuant to this Agreement. Confidential Information of Syncfusion includes, but is not limited to, the terms of this Agreement, the Licensed Product, the Licensed Programs, the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Licensed Program(s), the Documentation, and pricing information. Confidential Information shall not include information that either party can demonstrate: (i) at the time of disclosure is in the public domain or is otherwise available to the Receiving Party other than on a confidential basis; (ii) after disclosure, becomes a part of the public domain by publication or otherwise through no fault of the Receiving Party; (iii) was disclosed to the Receiving Party by a third party not under an obligation of confidentiality to the Disclosing Party; or (iv) is or has been independently developed by the Receiving Party (as evidenced by the Receiving Party's written records) without access to any Confidential Information of the Disclosing Party.

11.2 Each party agrees: (i) to hold the Disclosing Party's Confidential Information in strict confidence; and (ii) except as expressly authorized by this Agreement, not to, directly or indirectly, use, disclose, copy, transfer, or allow access to the Confidential Information. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party as required by law or court order; in such event, however, such party shall if legally permitted inform the

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other party via telephone, email, or facsimile within a reasonable period of time and, in all events, limit the extent of any such compelled disclosure to the minimum so required.

12. Export: Customer acknowledges that the Licensed Product, including the Licensed Assemblies, provided hereunder may be subject to the export control laws, rules, regulations, restrictions, and national security controls of the United States and other applicable foreign agencies (the "Export Controls"). Customer agrees to abide by the Export Controls, and that any Licensed Product and Licensed Assemblies licensed hereunder will not be exported (or re-exported from the country where it was first installed), directly or indirectly, separately or as part of a system, sold, leased, or otherwise transferred without Customer, at its own cost, first obtaining all necessary licenses from the United States Department of Commerce and any other appropriate agency of the United States Government as may be required by law. Customer acknowledges that it shall be solely responsible for determining the extent of any such licenses required, and for any costs associated with complying with the requirements of this Section 12. Customer hereby (i) represents and warrants that Customer is not an entity or person to which shipment of the Licensed Product or provision of the Maintenance and Support services, is prohibited by the Export Controls; and (ii) agrees that it shall not export, re-export, or otherwise transfer the Licensed Product to (a) any country subject to a United States trade embargo, (b) a national or resident of any country subject to a United States trade embargo, (c) any person or entity to which shipment of the Licensed Product is prohibited by the Export Controls, or (d) anyone who is engaged in activities related to the design, development, production, or use of nuclear materials, nuclear facilities, nuclear weapons, missiles, or chemical or biological weapons. Customer shall, at its expense, defend Syncfusion and its affiliates from any third party claim or action arising out of any inaccurate representation made by Customer regarding the existence of an export license, Customer's failure to provide information to Syncfusion to obtain an export license, or any allegation made against Syncfusion due to Customer's violation or alleged violation of the Export Controls (an "Export Claim") and shall pay any judgments or settlements reached in connection with the Export Claim as well as Syncfusion's costs of responding to any such Export Claim.

13. Government Contracting: If the Licensed Product is used in connection with providing goods and/or services to the United States government or any other government agency or entity contracting or subcontracting services, Customer shall ensure that no government agency or entity shall acquire any rights of any nature in the Licensed Program(s). Notwithstanding the foregoing, Customer may freely license its Customer products that include Licensed Assemblies subject to Customer's compliance with all of the limitations set forth in this Agreement. For the avoidance of doubt, the United States Government or any other government agency shall have no distribution or development rights in Customer's products that include the Licensed Assemblies under any such arrangement.

14. Taxes: The License Fees and any other amounts payable pursuant to the terms and conditions herein are exclusive of all national, state, regional, local, municipal, or other taxes and fees including, but not limited to, excise, sales, use, property, ad valorem, intangibles, goods and services and value added taxes, customs duties, and registration fees now in force or enacted in the future, and all such taxes and fees, except taxes based on Syncfusion's net worth, capital, or net income, shall be paid directly by the Customer, or if paid by Syncfusion, Customer will reimburse Syncfusion. If You are located in a jurisdiction which requires You to deduct or withhold taxes or other amounts from any amounts due to us, You must notify us in writing. In such a case, we reserve the right to assess the withheld amount or to increase the gross amount of the applicable payment so that, after the deduction or withholding for taxes, the net amount paid to us will not be less than the amount we would have received without the required deduction or withholding.

15. Notice: Any notice or other communication given hereunder shall be in writing. Notice shall be considered delivered and effective upon receipt when sent by U.S. Mail, postage prepaid, or certified mail, return receipt requested, addressed to the parties as set forth above, or the date transmission is completed when delivered electronically by e-mail. Either party, upon written notice to the other, may change any name or address to which future notice shall be sent.

16. Audit:

16.1 General Audit: Customer shall prepare and maintain, in accordance with sound, generally accepted accounting practices, complete and accurate books of account and records (specifically including, without limitation, the originals or copies of documents supporting entries in the books of account) covering all transactions arising out of or relating to this Agreement. Syncfusion, and at its discretion its duly authorized independent certified public accountant, shall have the right, no more than twice per calendar year, during regular business hours, during the period of time that Customer possesses any copy of the Licensed Product, and for two (2) years thereafter, to audit said books of account and records and examine all other documents and materials in the possession or under the control of Customer with respect to the subject matter and the terms of this Agreement. All such books of account, records, and documents shall be kept available by customer for at least two (2) years after the last copy of the Licensed Product has been deleted or destroyed and certification of the same has been provided to Syncfusion. If the result of any audit of Customer's books and records demonstrates that Customer's payments were less than the amount which should have been paid, Customer shall make payment of any discrepancy revealed by said audit within fifteen (15) days after Syncfusion's demand therefore and, if the discrepancy is in amount equal to three percent (3%) or more of the payments made with respect to payments due hereunder, Customer shall reimburse Syncfusion for the cost of such audit.

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16.2 Under-licensing / Verification of End-Users: As set forth in Section 4.2 above, each individual End-User must have an assigned copy of the Licensed Product.

16.2.1 For **Retail Licenses and Team Licenses**, Syncfusion reserves the sole right to make a determination as to how many End-Users a Customer has, and to require Customer to obtain additional copies of the Licensed Product if in Syncfusion's sole opinion Customer was previously under-licensed. In addition, for Retail Licenses, the cost of a Maintenance and Support services subscription is dependent upon the number of End-Users that exist at the time such Maintenance and Support services subscription is renewed.

16.2.2 For **Project, Division, or Global Licenses**, Syncfusion reserves the sole right to make a determination as to whether Customer's use is in compliance with the scope of the license procured.

16.2.3 Therefore, for all license types, Customer acknowledges and agrees that it must cooperate with Syncfusion in providing whatever information Syncfusion reasonably requires in order to determine the size of Customer's development teams without necessitating that Syncfusion make an on-site audit. Failure to provide such cooperation is a material breach under this Agreement that is not subject to cure, and Syncfusion reserves the right to immediately and without further notice terminate all rights licensed under this Agreement for such breach.

17. General:

17.1 Customer may not assign any of its obligations, rights, or remedies hereunder and any such attempted assignment shall be null and void.

17.2 The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder. This Agreement constitutes the complete understanding between the parties with respect to the subject matter herein and supersedes all proposals, all previous negotiations and agreements, written or oral, express or implied, between the parties with respect to the subject matter herein. This Agreement may not be waived, altered, amended, or modified except in writing, directly referencing the Agreement, and signed by authorized representatives of both parties.

17.3 It is expressly agreed that the parties are acting hereunder as independent contractors. Under no circumstances shall any of the employees of one party act on behalf of, or be deemed the employees of, the other party for any purpose.

17.4 Syncfusion shall have the right, but no obligation, to use Customer's name and Customer's logo in a list of Syncfusion's licensees. Such list of licensees will only identify Customer by name and/or logo, but will not make any statement about the relationship between Syncfusion and Customer without Customer's permission. Syncfusion will remove Customer's name from any such list upon sixty (60) days' written notice from Customer.

17.5 Customer acknowledges and agrees that Syncfusion shall have the right, but no obligation, to provide communication to the Customer, in multiple forms, to include email, without a violation of any email regulation or law, including but not limited to the CAN-SPAM Act of 2003 or similar laws and/or regulations. Customer may opt out of receiving marketing emails by contacting sales@syncfusion.com.

17.6 To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

17.7 The obligations of Customer under Sections 5, 11, 12 and 13 hereof are of a special and unique character which gives them a peculiar value to Syncfusion and its Vendors for which neither Syncfusion nor its Vendors can be reasonably or adequately compensated in damages in the event Customer breaches such obligations. Therefore, Syncfusion and its Vendors shall, in addition to other remedies which may be available, each be entitled to injunctive and other equitable relief in the event of the breach or threatened breach of such obligations.

17.8 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three (3), with one (1) arbitrator being named by each party and the third arbitrator being chosen by the other two (2) arbitrators. The place of arbitration shall be Raleigh, North Carolina, and the laws of North Carolina shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

17.9 This Agreement shall be governed by the substantive laws of the state of North Carolina without regard to any conflict of law provisions. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, or by the Uniform Commercial Code, the application of which is expressly excluded. The parties agree that sole jurisdiction and venue for any dispute relating to this Agreement shall be in a federal or state court located in Wake County, North Carolina.

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17.10 This Agreement shall be binding on you by your clicking on the “YES” button and/or downloading and using the licensed product. If the parties hereto execute this Agreement in writing by an exchange of faxed signed copies hereof, it shall be binding by such exchange of signed copies. In the event of such an exchange, this Agreement shall become binding on both parties and shall constitute admissible evidence of the existence and binding effect of this Agreement.

17.11 The terms and conditions of this Agreement apply to any and all Vendor software included with or embedded in the Licensed Program(s).

18. Bullying or Harassing Behavior: Customer may not display Bullying or Harassing Behavior when engaging with Syncfusion’s employees or associates; such acts will constitute a material breach of this Agreement. For purposes of this Agreement, "Bullying or Harassing Behavior" shall mean any written, electronic, or verbal communication, or physical act, which is insulting, hurtful, hostile, vindictive, cruel, or malicious that may cause humiliation or intimidation. Bullying or Harassing Behavior also includes, but is not limited to, acts reasonably perceived as being motivated by any actual or perceived differentiating characteristic, such as race, color, religion, ancestry, national origin, gender, socioeconomic status, gender identity, physical appearance, sexual orientation, or mental, physical, developmental, or sensory disability.

19. Data Management and Security: Pursuant to this Agreement,

- a) Syncfusion does not provide data storage or processing;
- b) Syncfusion does not collect, store, otherwise process, or have directly disclosed to it Customer data.
- c) Other than necessary information to assign licenses, which includes names and correlating email addresses, Syncfusion will not request, nor does Syncfusion knowingly accept, any information that can or could be considered to constitute personally identifiable information (“PII”) under any law or statute. Syncfusion provides no protection, no indemnity, and no guarantees or warranty, of any kind, if You provide PII to Syncfusion. You further acknowledge and agree that if you send PII to Syncfusion, other than the information specifically requested by Syncfusion to assign licenses, then Syncfusion will treat any such disclosure as a material breach of this Agreement.
- d) Once a license is assigned, each individual user will receive a unique identifier with a token key that will activate such user’s respective account.
- e) If a customer utilizes the customer portal, customers can assign licenses to individual users directly, without contacting Syncfusion.
- f) When submitting support tickets to Syncfusion, only dummy data shall be submitted with any such tickets.
- g) Customer is on notice of Syncfusion’s Privacy Policy found here: <https://www.syncfusion.com/privacy>, and Customer recognizes that this Privacy Policy is not part of this Agreement and that this Agreement does not restrict Syncfusion’s right to revise its Privacy Policy.

IF YOU DO NOT AGREE WITH THE ABOVE TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL, OR USE THE LICENSED PRODUCT.

[YES](#) I agree to be bound by the terms and conditions of this License Agreement.

[NO](#) I decline to be bound by the terms and conditions of this License Agreement.

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Schedule A

Deployment Licenses

Licensed Products for operation under Server Environments

Products currently enabled for use with server environments include ASP.NET, and ASP.NET MVC, and .NET Core.

All products subject to the terms specified in this agreement. Products deployed on a server may not be used for software development purposes unless each user accessing such product is duly licensed under the terms of this agreement.

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Schedule B

List of Licensed Programs included with different versions of Essential® Studio

Individual products: Individual Essential® components may be obtained separately (Essential® Tools, Essential® Grid, etc.).

Maintenance Renewals: Maintenance renewals for existing licenses for the respective Editions of Essential® Studio, as well as for individually-licensed Essential® components, are available for a specified period of time. The various maintenance renewals are referred to as follows:

Essential® Studio – Enterprise Edition –Subscription (Source or Binary)

Essential® Tools – Subscription (Essential® Grid – Subscription, etc.)

The Report Viewer SDK is licensed only as part of Essential Studio. If you wish to license this product as a standalone product, please purchase from BoldReports.com. For clarity, the Report Viewer SDK is not included with individually licensed Essential® Components such as Essential Grid, Essential Tools, etc.

Server Deployment Licenses by Product Name

Unlimited for all products where the technology supports it subject to the terms of this agreement. Products deployed on a server may not be used for software development purposes unless each user accessing such product is duly licensed under the terms of this agreement.

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Schedule C

Licensed Assemblies

Assemblies that are not redistributable

Assembly name	Redistributable
DemoCommon.dll	No
Syncfusion.DemoUtility.dll	No
Syncfusion.DemoUtility.MVC.dll	No
Syncfusion.OlapSampleUtils.dll	No
Syncfusion.SampleLayout.dll	No

Assemblies that are redistributable are anything else that contains “Syncfusion” in the assembly name. A full list is available upon request.

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Schedule D

Third Party Licenses and Attributions

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14	less.js library	APACHE 2.0	http://lesscss.org/getting-started	https://github.com/less/less.js/blob/master/LICENSE
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22	json.simple	Custom – MIT Derivative	https://github.com/stleary/JSON-java	https://github.com/stleary/JSON-java/blob/master/LICENSE
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24	core.js	MIT	https://github.com/zloirock/core-js	https://github.com/zloirock/core-js/blob/master/LICENSE
25	plugin-json	MIT	https://github.com/systemjs/plugin-json	https://github.com/systemjs/plugin-json/blob/master/LICENSE

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27	jquery.signalr	APACHE 2.0	https://github.com/SignalR/bower-signalr	https://github.com/SignalR/bower-signalr/blob/master/LICENSE.md
28	crossroads.js	MIT	https://github.com/millermedeiros/crossroads.js	https://github.com/millermedeiros/crossroads.js#license
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31	base64.js	BSD 3-Clause "New" or "Revised"	https://github.com/dankogai/js-base64	https://github.com/dankogai/js-base64/blob/main/LICENSE.md
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38	WriteableBitmapEx library	MIT	https://github.com/reneschulte/WriteableBitmapEx	https://github.com/reneschulte/WriteableBitmapEx/blob/master/LICENSE
39	Essential Maps	Public Domain	http://www.naturalearthdata.com/about/terms-of-use/	N/A
40	Fast Reflection Library	MS-PL	https://github.com/syncfusion/FastReflectionLib	https://github.com/syncfusion/FastReflectionLib/blob/master/LICENSE
41	7-Zip LZMA SDK Library	Custom	http://www.7-zip.org/sdk.html	https://www.7-zip.org/sdk.html
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52	Win2D.uwp v 9.6	MIT	https://github.com/Microsoft/Win2D	https://github.com/microsoft/Win2D/blob/reunion_master/LICENSE.txt
53	Elasticlunr.js	MIT	https://github.com/weixsong/elasticlunr.js	https://github.com/weixsong/elasticlunr.js/blob/master/LICENSE
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56	SkiaSharp library	MIT	https://github.com/mono/SkiaSharp	https://github.com/mono/SkiaSharp/blob/main/LICENSE.md
57	SkiaSharp.HarfBuzz library	MIT	https://github.com/mono/SkiaSharp	https://github.com/mono/SkiaSharp/blob/main/LICENSE.md

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59	bootstrap library	MIT	https://github.com/twbs/bootstrap	https://github.com/twbs/bootstrap/blob/main/LICENSE
60	zeroclipboard library	MIT	https://github.com/zeroclipboard/zeroclipboard	https://github.com/zeroclipboard/zeroclipboard/blob/master/LICENSE
61	bluebird library	MIT	https://github.com/petkaantonov/bluebird	https://github.com/petkaantonov/bluebird/blob/master/LICENSE
62	font-awesome library	Creative Commons 4.0	https://github.com/FortAwesome/Font-Awesome	https://github.com/FortAwesome/Font-Awesome/blob/6.x/LICENSE.txt
63	code-prettify library	APACHE 2.0	https://github.com/googlearchive/code-prettify	https://github.com/googlearchive/code-prettify/blob/master/COPYING
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75	Microsoft Software Analysis library	Microsoft	https://docs.microsoft.com/en-us/analysis-services/client-libraries?view=asallproducts-allversions	https://docs.microsoft.com/en-us/analysis-services/client-libraries?view=asallproducts-allversions
76	JavaScript Web Products	For JavaScript/web-based products, Syncfusion provides extensions and samples for commonly used	https://angular.io/ https://reactjs.org/	N/A

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