Oxygen AI Positron End User License Agreement

IMPORTANT: This Oxygen AI Positron License Agreement ("Agreement") is entered into between Syncro Soft SRL ("Syncro") and the licensee ("You"). By installing or using the Add-On, You acknowledge that You have read and understand this Agreement and agree to be bound by its terms and conditions. If You do not agree to the terms of this Agreement, You should not use the Add-On.

1. License Grants

    a. Grant of License. Subject to the terms and conditions of this Agreement, Syncro Soft grants You the non-exclusive right to install and use copies of the Oxygen AI Positron (the "Add-On") on your computer running a validly licensed copy of Oxygen XML software for which the Add-On was designed.

    b. Use of Add-On. The Add-On provides functionality to connect to the Oxygen AI Positron Service (the "Service") and/or configure a Large Language Model (LLM) of your choice, subject to the licensing status of the parent Oxygen XML software ("Parent Application") and any applicable subscriptions or activations:

        1. Non-Enterprise License: If the Parent Application is not licensed with an Enterprise key, the Add-On will offer access through one of the following methods:

            - Service Access: Configuration of access to the Service, which requires a separate account and subscription packages purchased on the Service (subject to the Service's separate terms and conditions)

            - LLM of Your Choice Access (Subscription Required): Access to the configuration area for an LLM of your choice is provided via:

                - a thirty (30) day Trial License for the Add-On, intended solely for evaluation purposes and may not be used for any commercial use; or

                - purchasing and activating a special subscription key for the Add-On, which enables configuration of an LLM of your choice, for the duration of the subscription.

        2. Enterprise License: If the Parent Application is licensed with an Enterprise key, the Add-On enables both configuration of an LLM of your choice and access to the Service (subject to any separate Service subscription requirements).

    c. Use of Service or LLM. You acknowledge that use of the Add-On may require a connection to the Service or an external LLM service, each subject to separate conditions, including any subscription requirements. You agree to comply with all applicable terms and conditions of such services. You are responsible for obtaining and maintaining any necessary accounts, API keys, or subscriptions required to use external LLM services.

    d. Subscription (If Applicable). Your rights to use certain features of the Add-On under a subscription plan ("Subscription Plan") are limited to the subscription period indicated in your accepted order, such that the total number of named users may not exceed the total number licensed by You. To activate such features (such as LLM configuration via a special key), You must register the activation code provided at the time of purchase and receive a License Key. Your license subscription will start on the date You receive the License Key, not from the date of purchase. For Positron Service, the

evaluation period and specific terms are set forth in the Oxygen AI Positron User Terms available on the Oxygen Positron Service website.

2. Privacy and Data Protection

    a. Local Processing and Data Flow. When the Add-On is used with an Enterprise key and configured to connect to an external LLM of your choice, data is transmitted directly between your system and the configured LLM provider. Syncro does not collect, intercept, process, or store any data transmitted to external LLMs in this configuration.

    b. Use of the Oxygen AI Positron Service. If You connect to the Oxygen AI Positron Service operated by Syncro, any data transmitted (including prompts or content fragments) will be processed under the Service's own Terms of Use and Privacy Policy, available on Syncro's official website.

    c. Sensitive Data Warning. You acknowledge that You should not input highly sensitive, confidential, or personally identifiable information into LLM services without proper safeguards and understanding of how such data will be processed by the LLM provider.

    d. Data Collection. By default, the Add-On does not collect or generate any technical information. If explicitly enabled by the end-user, minimal technical information such as error logs may be generated locally on the user's device to provide support. This data does not include the content of your documents or prompts sent to LLMs. The end-user may then choose to send these locally generated logs to us for review.

3. Disclaimer of Warranties and Limitation of Liability

    a. Disclaimer of Warranties. The Add-On is provided on an "AS IS" and "AS AVAILABLE" basis, without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. You assume all risks associated with the use of the Add-On.

    b. Accuracy of Information. You acknowledge that the Add-On, through its connection to LLMs or the Service, may produce inaccurate information about people, places, or facts. You assume all responsibility for verifying any information produced by the Add-On.

    c. No Liability for Third-Party Services. Syncro is not responsible for the availability, functionality, security, privacy practices, or content of any external LLM services . Any issues arising from the use of such services are solely between You and the respective service provider.

    d. Limitation of Liability. To the maximum extent permitted by applicable law, in no event shall Syncro Soft, its officers, directors, employees, or agents be liable for any direct, indirect, incidental, special, exemplary, punitive, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; business interruption; loss of reputation; or any other commercial damages or losses) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of or inability to use this Add-On, even if advised of the possibility of such damage.

    e. Maximum Liability Cap. In jurisdictions that do not allow the exclusion or limitation of liability for consequential or incidental damages, Syncro's total liability to You for all claims arising out of or related to this Agreement shall not exceed the amount You paid to Syncro for the Add-On subscription in the twelve (12) months preceding the event giving rise to the claim, or EUR 100, whichever is greater.

4. Intellectual Property Rights

a. Ownership. The Add-On, including all intellectual property rights therein, is and shall remain the sole and exclusive property of Syncro. This Agreement does not grant You any ownership rights to the Add-On.

b. Restrictions. You may not: i) modify, reverse engineer, decompile, or disassemble the Add-On, except to the extent expressly permitted by applicable law; ii) rent, lease, loan, sublicense, distribute, or transfer the Add-On to any third party; iii) remove or alter any proprietary notices or labels on the Add-On; or iv) use the Add-On to develop a competing product or service.

c. AI-Generated Content. As between You and Syncro, You retain all rights to content You create using the Add-On, including AI-generated content, subject to the terms of the external LLM service provider You use.

5. Termination

a. Automatic Termination. This license automatically terminates if You violate any of its terms and conditions. Upon termination, You must immediately cease all use of the Add-On and uninstall all copies.

b. Termination by Syncro. Syncro Soft may terminate this license at any time, with or without cause, by providing You with written notice. In the event of termination without cause, Syncro Soft will provide a pro-rata refund for any unused portion of a prepaid subscription period.

c. Effect of Termination. Upon termination of this Agreement for any reason: i) your right to use the Add-On immediately ceases; ii) you must destroy all copies of the Add-On in your possession or control; iii) sections 3, 4, 5.3, 6, and 7 shall survive termination.

6. Export Compliance

a. You agree to comply with all applicable export and import laws and regulations. You represent that You are not located in, under the control of, or a national or resident of any country to which the export of the Add-On would be prohibited by applicable law.

7. General Provisions

a. Entire Agreement. This Agreement constitutes the entire agreement between You and Syncro regarding the Add-On and supersedes all prior or contemporaneous understandings and agreements, whether written or oral.

b. Amendments. Syncro reserves the right to modify this Agreement at any time. We will notify You of material changes by posting the updated Agreement on our website or through the Add-On interface. Your continued use of the Add-On after such modifications constitutes your acceptance of the updated Agreement.

c. Severability. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible, and the other provisions will remain in full force and effect.

d. Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Syncro Soft's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

e. Governing Law. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of Romania. Any dispute arising out of or relating to this Agreement which is not amicably resolved shall be referred to and finally settled by the competent courts located in

Bucharest, Romania. The venue of any dispute related to this Agreement shall be Bucharest, Romania. The prevailing party in any such dispute shall be entitled to recover reasonable costs and expenses incurred in connection with resolving such dispute, including attorney's fees.

f. Contact Information. If You have any questions about this Agreement, please contact Syncro Soft at:

- Email: support@oxygenxml.com
- Address: Syncro Soft SRL, Craiova, Romania

8. THIRD PARTY SOFTWARE

Third Party Software. The Add-On may include certain of the following third party software components. The license terms applicable to such third party software components are listed below:

1. • java-jwt-4.3.0
   - Site: https://github.com/auth0/java-jwt
   - License: The MIT License (MIT)
2. • azure-core-http-okhttp-1.12.3
   - Site: https://github.com/Azure/azure-sdk-for-java
   - License: The MIT License (MIT)
3. • azure-core-1.56.0
   - Site: https://github.com/Azure/azure-sdk-for-java
   - License: The MIT License (MIT)
4. • azure-identity-1.17.0
   - Site: https://github.com/Azure/azure-sdk-for-java
   - License: The MIT License (MIT)
5. • azure-json-1.5.0
   - Site: https://github.com/Azure/azure-sdk-for-java
   - License: The MIT License (MIT)
6. • azure-xml-1.2.0
   - Site: https://github.com/Azure/azure-sdk-for-java
   - License: The MIT License (MIT)
7. • itu-1.14.0
   - Site: https://github.com/ethlo/itu
   - License: Apache License, Version 2.0
8. • jackson-dataformat-yaml-2.15.0

- Site: https://github.com/FasterXML/jackson-dataformats-text
- License: The Apache Software License, Version 2.0

9. jackson-datatype-jsr310-2.18.4
    - Site: https://github.com/FasterXML/jackson-modules-java8/jackson-datatype-jsr310
    - License: The Apache Software License, Version 2.0
10. classmate-1.5.1
    - Site: https://github.com/FasterXML/java-classmate
    - License: Apache License, Version 2.0
11. jcip-annotations-1.0-1
    - Site: http://stephenc.github.com/jcip-annotations
    - License: Apache License, Version 2.0
12. jsonschema-generator-4.35.0
    - Site: https://github.com/victools/jsonschema-generator
    - License: The Apache License, Version 2.0
13. jsonschema-module-jackson-4.35.0
    - Site: https://github.com/victools/jsonschema-generator
    - License: The Apache License, Version 2.0
14. msal4j-persistence-extension-1.3.0
    - Site: https://github.com/AzureAD/microsoft-authentication-library-for-java
    - License: MIT License
15. msal4j-1.22.0
    - Site: https://github.com/AzureAD/microsoft-authentication-library-for-java
    - License: MIT License
16. json-schema-validator-2.0.4
    - Site: https://github.com/networknt/json-schema-validator
    - License: Apache License Version 2.0
17. content-type-2.3
    - Site: https://bitbucket.org/connect2id/nimbus-content-type
    - License: The Apache Software License, Version 2.0

18. • lang-tag-1.7
    - Site: https://bitbucket.org/connect2id/nimbus-language-tags
    - License: The Apache Software License, Version 2.0
19. • nimbus-jose-jwt-10.0.2
    - Site: https://bitbucket.org/connect2id/nimbus-jose-jwt
    - License: The Apache Software License, Version 2.0
20. • oauth2-oidc-sdk-11.23.1
    - Site: https://bitbucket.org/connect2id/oauth-2.0-sdk-with-openid-connect-extensions
    - License: Apache License, version 2.0
21. • okhttp-4.12.0
    - Site: https://square.github.io/okhttp/
    - License: The Apache Software License, Version 2.0
22. • okio-3.6.0
    - Site: https://github.com/square/okio/
    - License: The Apache Software License, Version 2.0
23. • adapter-rxjava3-2.11.0
    - Site: https://github.com/square/retrofit
    - License: The Apache Software License, Version 2.0
24. • converter-jackson-2.11.0
    - Site: https://github.com/square/retrofit
    - License: The Apache Software License, Version 2.0
25. • retrofit-2.11.0
    - Site: https://github.com/square/retrofit
    - License: The Apache Software License, Version 2.0
26. • mcp-2.0.1
    - Site: https://github.com/modelcontextprotocol/java-sdk
    - License: MIT License
27. • mcp-json-jackson2-2.0.1
    - Site: https://github.com/modelcontextprotocol/java-sdk

- License: MIT License

28. - mcp-core-2.0.1
    - Site: https://github.com/modelcontextprotocol/java-sdk
    - License: MIT License
29. - reactor-core-3.8.7
    - Site: https://github.com/reactor/reactor-core
    - License: Apache License, Version 2.0
30. - rxjava-3.1.10
    - Site: https://github.com/ReactiveX/RxJava
    - License: The Apache Software License, Version 2.0
31. - accessors-smart-2.5.2
    - Site: https://urielch.github.io/
    - License: The Apache Software License, Version 2.0
32. - json-smart-2.5.2
    - Site: https://urielch.github.io/
    - License: The Apache Software License, Version 2.0
33. - kotlin-stdlib-jdk7-1.8.21
    - Site: https://kotlinlang.org/
    - License: The Apache License, Version 2.0
34. - kotlin-stdlib-jdk8-1.8.21
    - Site: https://kotlinlang.org/
    - License: The Apache License, Version 2.0
35. - kotlin-stdlib-1.9.21
    - Site: https://kotlinlang.org/
    - License: The Apache License, Version 2.0
36. - annotations-26.0.1
    - Site: https://github.com/JetBrains/java-annotations
    - License: The Apache Software License, Version 2.0
37. - jspecify-1.0.0

- Site: http://jspecify.org/
- License: The Apache License, Version 2.0

38. asm-9.7.1
    - Site: http://asm.ow2.io/
    - License: BSD-3-Clause
39. reactive-streams-1.0.4
    - Site: http://www.reactive-streams.org/
    - License: MIT-0
40. slf4j-api-2.0.9
    - Site: http://www.slf4j.org
    - License: MIT License
41. guava-32.0.1-jre
    - Site: https://github.com/google/guava
    - License: The Apache License, Version 2.0
42. httpclient-4.5.14
    - Site: http://hc.apache.org/httpcomponents-client-ga
    - License: The Apache License, Version 2.0
43. httpcore-4.4.16
    - Site: http://hc.apache.org/httpcomponents-core-ga
    - License: The Apache License, Version 2.0
44. commons-logging-1.2
    - Site: http://commons.apache.org/proper/commons-logging/
    - License: The Apache Software License, Version 2.0
45. fontbox-2.0.27
    - Site: http://pdfbox.apache.org/
    - License: Apache License, Version 2.0
46. pdfbox-2.0.27
    - Site: https://www.apache.org/pdfbox-parent/pdfbox/
    - License: Apache License, Version 2.0

47. • snakeyaml-2.0

    • Site: https://bitbucket.org/snakeyaml/snakeyaml

    • License: Apache License Version 2.0