ESSENTIAL STUDIO® PDF VIEWER SDK, ESSENTIAL STUDIO® SPREADSHEET EDITOR SDK, ESSENTIAL STUDIO® DOCX EDITOR SDK, AND ESSENTIAL STUDIO® PPTX EDITOR SDK 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® PDF Viewer SDK, Essential Studio® Spreadsheet Editor SDK, Essential Studio® DOCX Editor SDK, and Essential Studio® PPTX Editor SDK only, which may be purchased together or individually, (collectively referred to herein as the Licensed Product). For the avoidance of doubt, the Licensed Products do not include any other Syncfusion product.

Syncfusion licenses its products 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 the Licensed Product is set forth in this Agreement.

IMPORTANT NOTICE: THESE TERMS OF USE CONTAIN A BINDING ARBITRATION PROVISION AND WAIVER OF JURY TRIALS AND CLASS ACTIONS GOVERNING DISPUTES ARISING FROM USE OF THE LICENSED PRODUCT, INCLUDING THE SYNCFUSION WEBSITE AND MAINTENANCE AND SUPPORT SERVICES RELATED TO THE LICENSED PRODUCT. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE MANDATORY ARBITRATION, WAIVER OF CLASS ACTIONS SECTION, UNDER GENERAL CLAUSES. PLEASE READ CAREFULLY.

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 agreeing to this Agreement either on behalf of a company or other legal entity, You represent that You have the authority to bind such entity to this Agreement. In such cases, "You", "Your", or "Customer" means such company or legal entity. You must also be at least eighteen (18) years old to agree to these terms. If You do not have such authority, are not at least eighteen (18), or if You do not agree with these Terms, you may not use and/or download the Licensed Product.

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.

1.1. Purchases through a Reseller. Customers who purchase through a Reseller expressly acknowledge and agree that Syncfusion shall have the right to enforce this Agreement against Customer. As between Syncfusion and Customer, this Agreement constitutes the entire agreement and supersedes any and all other agreements in connection with Customer's use of the Licensed Product; no Master License Agreement shall be required in connection with such purchases. The terms of Customer's agreement with a Reseller shall have no bearing on Customer's obligations to Syncfusion under this Agreement, and, as between Customer and Syncfusion, the terms of this agreement shall prevail over any purported conflicting provisions that might appear in any such agreement between Customer and a Reseller.

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)**, **Schedule D (Third Party Licenses and Attributions) and Schedule E (Optional Samples)**, each of which is hereby incorporated herein by this reference.

2. Definitions:

2.1. **Artificial Intelligence Agent or AI Agents** means any software system, application, service, or product, other than a Syncfusion product, that Programmatically Accesses the Licensed Product and uses artificial intelligence capabilities to autonomously or semi-autonomously pursue objectives, execute tasks, invoke tools, access data or systems, make decisions, or otherwise take actions on behalf of a user or another system without requiring contemporaneous human instruction for each such action. AI Agent includes, but is not limited to, autonomous assistants, digital workers, agentic applications, multi-agent systems, AI operators, and similar technologies. AI Agent does not include software that merely generates content, information, recommendations, or analyses for user review and that cannot independently take or initiate actions.

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. **Distribution Rights** shall mean the right to sell, publish, license, make public on a website, publish webpages, or otherwise offer or make available to a third party, anything that contains, links to (directly or indirectly), is compiled against, compiles any DLL, or otherwise calls to or relies on the Licensed Product. The Licensed Product cannot be distributed in stand-alone form and/or with a wrapper, such as white labeling, under any circumstances.

2.4. **Documentation** means the softcopy documentation provided by Syncfusion with the Licensed Program(s), such as softcopy user manuals and online help.

2.5. **End-User or Programmatic End User** means a named individual person that has Programmatic Access and has been granted rights to use the Licensed Product under this Agreement.

2.6. **Licensed Assemblies** means the compiled binaries of the Licensed Product. A complete list of the Licensed Assemblies is set forth on **Schedule C.**

2.7. **Licensed Product** means PDF Viewer SDK, Essential Studio® Spreadsheet Editor SDK, Essential Studio® DOCX Editor SDK, and Essential Studio® PPTX Editor SDK's Licensed Program(s) and Documentation, individually or collectively.

2.8. **Licensed Program(s)** means the source code version or executable version of the Licensed Product, 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.

2.9. **Master License Agreement** or **Master Software License Agreement** means an additional agreement produced by Syncfusion which may be required for certain purchases, unless such purchases are through a Reseller. 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.

2.10. **Non-Programmatic End User** shall mean those who do not have access or the ability to patch, bug fix, code, add a line of code, modify any code, compile, develop, or recompile any part of the Customer's application.

2.11. **Open Source** refers to software (or other creative works) whose source code is publicly available and can be viewed, used, modified, and shared by anyone, under a specific open-source license.

2.12. **Open Source Project** means a product developed and distributed by Customer which includes Open Source Software and contains, links to (directly or indirectly), is compiled against, compiles any DLL, or otherwise calls to or relies on the Licensed Product.

2.13. **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.

2.14. **Pricing Plan** shall mean the specific plan agreed upon by Syncfusion and Customer.

2.15. **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.

2.16. **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.

2.17. **License Types**

Each License Type only grants license rights to a single, named Customer. They do not extend any right, in any form,

to any parent or subsidiary company of such Customer, or any third party.

(a) A **Team License** shall mean a subscription license for use by a named Customer that provides a limited number of licenses to a set amount of developers allotted by Customer's specific Pricing Plan. 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. A Team License cannot be used as a floating license.

(b) A **Project License** shall mean a subscription license which covers one named Customer application. Project names must be narrowly defined to the specific application that will contain the Licensed Product. 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. Customer must have active licenses for each individual who has Programmatic Access as defined herein. Should other applications depend on or link to such Customer application, Customer acknowledges and agrees that any such other applications will need separate licensing for all individuals with Programmatic Access. For the purposes of pricing and license administration, a "Project Group" 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 Group to Syncfusion; such name must be unambiguous in nature. It is acknowledged and agreed by Customer that each identified Project Group 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 Group, such multiple teams shall not be combined for the purpose of consolidating licenses under a single Project Group. Customer is responsible for providing information about each such Project Group 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 Group, 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 for a named Customer. Division Licenses 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. License fees are partly 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.

2.18. Reseller means a third party authorized by Syncfusion to resell subscription licenses.

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. In instances where Customer makes its purchase through a Reseller, the Reseller will make payment for such purchase to Syncfusion.

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 and embedding in 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. Such license only grants Distribution Rights to a named Customer and does not grant any Distribution Rights to any parent or subsidiary company of Customer, or any third party.

4.2. All licenses are subject to the following limitations:

(a) The standalone 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 standalone Licensed Product to any third parties, and Customer's license shall automatically terminate in the event of such a transfer or distribution.

(c) Only a named Customer shall have Programmatic Access, subject to the following:

i. Unless noted in a Master License Agreement that is signed by both parties, Customer shall not lease or lend the Licensed Product or otherwise allow use or Programmatic Access of the Licensed Product 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, whether or not obtained with Syncfusion's assistance, to any third party. Customer cannot allow any third parties, such as contractors or outsourcers, to use the Licensed Product on Customer's behalf unless such allowance is noted in a Master License Agreement. Such allowance of contractors will be at an additional cost to 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.

ii. **AI Agents.** Subject to Customer's compliance with this Agreement and payment of all applicable fees, Customer may use Syncfusion AI Agent functionality in accordance with the support tier associated with Customer's subscription. Customer shall not use AI Agent functionality in excess of the rights included with its applicable support tier. Additional fees, subscriptions, licenses, or service charges may apply to certain AI Agent features or deployment models.

Standard Support. AI Agent use is limited to Local Development.

Business Support. AI Agent use includes Local Development, Remote Agents, and Cloud-Hosted Agents.

Enterprise Support. AI Agent use includes Local Development, Remote Agents, and Cloud-Hosted Agents, together with the support benefits associated with the Enterprise Support tier.

For purposes of this Section:

- Local Development means AI Agent operation within a local development environment.
- Remote Agents means AI Agents operating on remote systems, services, repositories, or environments that are not solely local to the user's development environment.
- Cloud-Hosted Agents means AI Agents operating within cloud-hosted infrastructure, platforms, or services.

Syncfusion reserves the right to modify, add, remove, or reclassify AI Agent features, usage rights, deployment categories, support entitlements, and applicable fees from time to time. Any such changes shall be reflected in the then-current Agreement, pricing, support, or other product documentation published by Syncfusion.

(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. White labeling of the Licensed Product in its stand-alone form shall be deemed a material breach of this Agreement.

4.2.e.4. Subject to the limitations of Section 4.2(f) Customer's limited right to 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 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.

(f) Customer may Distribute the Licensed Product as embedded in Customer's products only during an active subscription term 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 Distribute release builds of Syncfusion libraries as incorporated in Customer's product(s) to Non-Programmatic End Users only, and only so long as all modified binaries that are incorporated in such Customer products are created during 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, which herein means a mechanism which is executable and not binary, used to enforce or verify software licensing at runtime using readable, interpretable code (e.g., scripts or configuration), rather than compiled machine code, 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 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 Distribution of Syncfusion libraries as part of Customer products is without royalty to Syncfusion, and

4.2.f.2. 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.

4.2.f.3. An active subscription is required for Programmatic End Users use of any application containing or linking to the Licensed Product.

(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) 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 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 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-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 foregoing requirements regarding assigned copies of the Licensed Product. 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 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. However, this transfer is only allowed when the license that is being transferred is being removed from a person who is no longer Programmatically Accessing any part of any application that links to or depends on the Licensed Product. The transfers are not allowed if, at Syncfusion's sole discretion, the licenses are being used as a floating license or used in a manner that would circumvent a greater amount of licenses being purchased.

4.2.i.5. 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 depending on Customer's specific use case, which includes the number of Programmatic End Users. For Programmatic End Users, Syncfusion will make allowances for testers and will not count computers that constitute dedicated build machines.

4.2.i.6. Customer acknowledges that any breach of the foregoing limitations on making copies of the Licensed Product 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 set forth in this Section. 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 an acceptance of the following additional limitations:

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 distribution purposes as set forth elsewhere in this Agreement; and

4.2.j.2. Customer's use of the controls/frameworks for which it does not possess a valid license, other than for internal evaluation purposes during an initial trial, shall constitute a material breach of this Agreement; and

4.2.j.3. Maintenance and Support services are only provided during an active subscription term.

(k) Electronic Delivery. All Licensed Programs and Documentation shall be delivered by electronic means. A Licensed Program shall be deemed to have been delivered when it is made available to Customer for download.

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

(m) **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 ensure 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.

(n) Customer may not use the Licensed Product and any modifications made to it for the purpose of training or improving machine learning algorithms, including but not limited to, artificial intelligence (AI), natural language processing, or data mining. This condition applies to any derivatives, modifications, or updates based on the software code. Any usage of the Licensed Product in an AI-training dataset is considered a breach of this License. Additionally, Customer may not include the Licensed Product in any dataset used for training or improving machine learning algorithms, including but not limited to, artificial intelligence, natural language processing, or data mining.

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 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, even where the Licensed Product is incorporated into Customer's products. 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. Term and Termination:

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

Upon expiration or termination of any Team, Project, Division, or Global License for any reason:

(a) Customer shall immediately return or destroy the Licensed Program(s) and copies thereof as directed by Syncfusion.

(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).

(c) Within ten (10) business days after such expiration or termination, Customer shall: (1) scan all systems under the control of Customer, its subsidiaries and affiliates, and any third party that has performed work for Customer on any application that contains or depends on the Licensed Product, in accordance with Syncfusion's instructions, to verify that the Licensed Product has been completely removed from all such systems, other than Customer products distributed outside of Customer's organization prior to such expiration or termination, and, upon Syncfusion's request, furnish the results of such scan to Syncfusion; **and** (2) execute and deliver to Syncfusion a Certificate of Termination and Removal, in a form prescribed by Syncfusion and signed by an authorized representative of Customer, certifying completion of the required scan and removal. The executed Certificate of Termination and Removal is mandatory regardless of whether Syncfusion requests the scan results. The expiration or termination of Customer's license shall not be deemed complete until Syncfusion has received such certificate, and until such time, Customer's subscription shall continue to renew, and License Fees shall continue to accrue, in accordance with the renewal provisions of this Agreement.

(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 or 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 that 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.

6.2. Subscription Renewal and Termination Rights

(a) Subscriptions may only be canceled prior to the beginning of each subscription term, provided that the Licensed Product is also removed and the executed Certificate of Termination and Removal is delivered in accordance with the terms of this Agreement. The minimum term will be one (1) year, even if paid for in monthly installments.

(b) Customer acknowledges and agrees that in the event Customer does not: (1) communicate a desire for termination prior to the beginning of the next subscription term, (2) remove the Licensed Assemblies and the Licensed Product, **and** (3) deliver the executed Certificate of Termination and Removal within the time required by this Agreement, then the subscription shall auto-renew at the end of each subscription period.

(c) 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.

(d) 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.

(e) 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 distribution 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.

(f) Syncfusion may terminate Customer's license immediately, with no notice, in the event of Customer's material breach.

(g) 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. 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.

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 Subject to the limitation of liability of Section 9.2 and the terms and conditions herein, Syncfusion shall pay all damages and costs finally awarded therein against Customer following the final resolution of any such claims before a court of competent jurisdiction. Syncfusion shall not be responsible for any compromise(s) 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 here under 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 amounts received by Syncfusion from Customer for the then-current subscription term as of 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 for the then-current subscription term as of 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. Moreover, Syncfusion will not be subject to any additional liability for any breach of any statutory obligation that is beyond the explicit remedies noted in any such statute and the maximum liability by Syncfusion will be subject to the limitation of liability noted in this Section.

9.3 If applicable law limits the application of any of the provisions stated herein, Syncfusion's liability will be limited to the maximum extent permissible.

9.4 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.

9.5 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.

9.6 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. Maintenance and Support services are provided in accordance with the terms of Syncfusion's then-current Service-Level Agreement (SLA). A current version of the SLA is available from Syncfusion upon request.

10.2 Syncfusion requires 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 Syncfusion reserves the right, in its sole discretion, to limit or suspend Maintenance and Support services should Syncfusion determine Customer is abusing Maintenance and Support services 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, or (iii) Customer maintaining only a single or small number of valid licenses while allowing multiple End-Users to share fixes and support services obtained by other End-Users.

10.4 Maintenance and Support services are provided to Customer only. 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 will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder.

10.5 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 and only collects Telemetry Data as defined in Section 19. 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

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. 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 the 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 Customer is located in a jurisdiction which requires Customer to deduct or withhold taxes or other amounts from any amounts due to Syncfusion, Customer must notify Syncfusion in writing. In such a case, Syncfusion reserves 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 Syncfusion 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.

16.2 Under-licensing / Verification of End-Users: Syncfusion reserves the sole right to make determinations as to whether Customer's use of the Licensed Product is in compliance with the scope of the license procured, including whether Customer

must obtain additional licenses or a different license type if, in Syncfusion's sole opinion, Customer was previously, or is currently, under-licensed. Customer acknowledges and agrees that it must cooperate with Syncfusion in providing whatever information Syncfusion reasonably requires in order to make such determinations without necessitating that Syncfusion make an on- site audit. Failure to provide such cooperation is a material breach of this Agreement that is not subject to cure, and Syncfusion reserves the right to immediately terminate all rights licensed under this Agreement for such breach without further notice. Under such circumstances, Customer must remove the Licensed Product immediately upon termination in accordance with the terms of this Agreement.

16.2.1 **Team Licenses and Numerically Limited Licenses**: As set forth in Section 4.2 of this Agreement, each individual End-User must have an assigned copy of the Licensed Product. In accordance with this Agreement, Customer will assign licenses to all individuals with Programmatic Access in the customer portal. These licenses cannot be used as floating license or used in a manner that would circumvent a greater amount of licenses being purchased. As an example, if Customer has more active End Users than allotted licenses and/or does not disclose such End Users by adding them to the customer portal, there would not be adequate licensing in place. In the event Syncfusion determines there is not adequate licensing in place for each developer with Programmatic Access, Customer will be required to pay for additional licensing which will be determined to begin on the first day of the initial subscription term.

16.2.2 **Project, Division, or Global Licenses**: Project, Division, and Global Licenses grant rights to a single named Customer. Project Licenses cover a single, named application and Division Licenses cover a single, named Division. In the event Syncfusion determines Customer's use case is not in compliance with the scope of Customer's current license, Syncfusion will reassess Customer's license and Customer will be required to pay for any necessary additional licensing which will be determined to begin on the first day of the initial subscription term.

17. General:

17.1 Customer may not assign any of its obligations, rights, or remedies hereunder, whether voluntarily, by merger, consolidation, change of control, operation of law, or otherwise, 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.

17.8.1 **PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. The parties further agree that the arbitration will be conducted in Customer's respective individual capacity only and not as a class action or other representative action, and Customer expressly waives its right to file a class action or seek relief on a class basis. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST SYNCFUSION IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above will be deemed null capacity only and not as a class action or other representative action, and Customer expressly waive its right to file a class action or seek relief on a class basis. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST SYNCFUSION IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above will be deemed null and void in their entirety and the parties will be deemed to have not agreed to arbitrate disputes.**

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.

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).

17.12 Subscription licenses cannot be downgraded.

17.12.1 Global Licenses cannot be downgraded to: (1) a Project License or (2) a Division License or (3) a Team License under any circumstances.

17.12.2 Division Licenses cannot be downgraded to: (1) a Project License or (2) a Team License under any circumstances.

17.12.3 Project Licenses cannot be downgraded to a Team License under any circumstances.

17.12.4 Team Licenses cannot be downgraded under any circumstances.

17.13 Additional Entities and Corporate Transactions.

17.13.1 **Single Named Customer**: Each License Type grants license rights solely to the single, named Customer identified in the applicable order or Master License Agreement. No License Type extends any right, in any form, to any parent, subsidiary, affiliate, acquirer, successor, or other related entity of Customer (each, an "Additional Entity"). "Standard Pricing" means Syncfusion's then-current published list price per developer, as set forth at https://www.syncfusion.com/sales/pricing (or any successor page), regardless of developer count. For purposes of this Section 17.13, each twelve-month period of any subscription term, including any multi-year term, shall constitute a separate subscription term, and the first day of each such period shall constitute the first day of a renewal term.

17.13.2 **Conversion Events**: Each of the following shall constitute a "Conversion Event":

(a) Customer undergoes or participates in any merger, consolidation, acquisition, reorganization, change of control, or similar corporate transaction, whether as the acquiring, acquired, continuing, surviving, or resulting entity; or

(b) any Additional Entity has Programmatic Access to, or exercises any Distribution Rights with respect to, anything that contains, links to (directly or indirectly), is compiled against, or otherwise relies on the Licensed Product, including, without limitation, by selling, offering, marketing, advertising, or listing any such product.

For the avoidance of doubt, a Conversion Event shall occur regardless of the legal form, structure, or characterization of any underlying transaction.

17.13.3 **Reporting**: Customer shall provide written notice to Syncfusion, in accordance with Section 15, within thirty (30) days following any Conversion Event. Such notice shall identify (a) the nature and effective date of the Conversion Event, (b) each Additional Entity engaging in any activity described in Section 17.13.2(b), (c) the specific activities of each such Additional Entity, and (d) the number of individuals at each such Additional Entity who have Programmatic Access. Customer shall provide notice in the same manner within thirty (30) days after any additional Additional Entity first engages in any activity described in Section 17.13.2(b). For purposes of this Section 17.13, information published by Customer or any Additional Entity, including, without limitation, information contained in websites, press releases, marketing materials, and regulatory filings, shall be presumed accurate.

17.13.4 **Transition Period**: Provided that Customer has given timely notice under Section 17.13.3:

(a) Customer's existing license shall remain in effect, without change to its License Type or scope, except as provided in Section 17.13.6, through the end of the then-current subscription term and the immediately following renewal term (the "Transition Period"); and

(b) each Additional Entity identified in such notice may continue the activities so reported, within the scope so reported, during the Transition Period without procuring a separate license.

17.13.5 **Conversion to Team Licenses**: Effective as of the first day of the first renewal term following the Transition Period (the "Conversion Date"):

(a) if Customer holds a Project License, Division License, or Global License, such license shall automatically convert to a Team License;

(b) if Customer holds a Team License, such license shall not convert and shall continue as a Team License, subject to Section 17.13.6; and

(c) each Additional Entity engaging in any activity described in Section 17.13.2(b) shall be required to procure its own Team License.

17.13.6 **Numerically Limited Licenses**: For any Team License, and any Project License, Division License, or Global License limited to a specified number of developers (each, a "Numerically Limited License," as referenced in Section 16.2.1), Customer shall report to Syncfusion in writing, in accordance with Section 15, any increase in the number of individuals at Customer who have Programmatic Access, prior to or within thirty (30) days after such increase, and shall assign a license to each such individual in accordance with this Agreement. For any increase resulting from a Conversion Event that is timely reported under this Section 17.13.6, fees for the additional licenses shall accrue from the first day of the next renewal term at Standard Pricing. Any increase not resulting from a Conversion Event shall be subject to this Agreement's standard terms for additional licenses. Any increase that is not timely reported shall be subject to Section 16.2.1 or 16.2.2, as applicable, and any failure to report an increase as required by this Section 17.13.6 shall constitute a material breach of this Agreement.

17.13.7 **Conversion Fees**: Each Team License converted under Section 17.13.5(a) or procured by an Additional Entity under this Section 17.13 shall:

(a) cover the same Licensed Programs as Customer's existing license;

(b) be priced at Standard Pricing as of the date on which fees begin to accrue under this Section 17.13.7 and thereafter as of each renewal date;

(c) include a license for each individual at the applicable entity who has Programmatic Access, subject to a minimum of five (5) licenses per entity; and

(d) Beginning on the Conversion Date, the aggregate annual License Fees payable by Customer and all Additional Entities under this Section 17.13 shall not be less than Customer's annual License Fee in effect immediately prior to the Conversion Date. Any unused, prepaid portion of Customer's License Fee attributable to any period following the Conversion Date shall be credited toward the fees payable under this Section 17.13. Customer acknowledges and agrees that the fees and terms set forth in this Section 17.13 are fixed and are not subject to negotiation. Fees shall accrue from the Conversion Date for Customer and for each Additional Entity whose activities were timely reported and remained within the scope so reported. Section 17.12 shall not apply to any conversion under this Section 17.13.

17.13.8 **Failure to Report**: If Customer fails to give timely notice of any Conversion Event, or of any Additional Entity or activity, as required by Section 17.13.3:

(a) the Transition Period shall not apply to such Conversion Event, Additional Entity, or activity;

(b) any Project License, Division License, or Global License held by Customer shall convert to a Team License, and each unreported Additional Entity shall be required to procure its own Team License, with fees accruing from the date of the Conversion Event or the date on which such Additional Entity first engaged in such activity, whichever is earlier; and

(c) such failure shall constitute a material breach of this Agreement.

17.13.9 Unlicensed Additional Entities: Except as permitted during the Transition Period under Section 17.13.4(b), any Additional Entity that has not procured a Team License in accordance with this Section 17.13 shall immediately cease all Programmatic Access to, and all exercise of Distribution Rights with respect to, the Licensed Product and anything that contains or relies on it. Customer acknowledges and agrees that any failure to pay the fees required under this Section 17.13 shall constitute a material breach of this Agreement.

17.13.10 No Assignment: Nothing in this Section 17.13 constitutes Syncfusion's consent to any assignment or transfer of this Agreement or any license granted hereunder, whether by merger, operation of law, change of control, or otherwise, or a waiver of Section 17.1. Subject to Section 17.1, the obligations of Customer under this Section 17.13 shall be binding upon Customer's successors.

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, with the exception of Telemetry Data as defined herein.

c) **Telemetry Data**: The Licensed Product collects a limited set of usage metrics during development to help improve product performance and user experience. No names, email addresses, customer IDs, or user-generated content (such as code, prompts, or files) are collected. Telemetry data collection can be disabled at any time. More information about the Telemetry Data collected and how to disable its collection is available at https://help.syncfusion.com/common/essential-studio/telemetry.

d) Except for information reasonably required by Syncfusion to administer Customer's account and assign licenses, which includes names and corresponding email addresses, Customer shall not provide, and Syncfusion does not request, Personal Information or Personally Identifiable Information (together, "**PII**").

e) 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.

f) If a Customer utilizes its license portal, Customer can assign licenses to individual users directly, without contacting Syncfusion.

g) When submitting support tickets to Syncfusion, only dummy data shall be submitted with any such tickets.

h) **Role of the Parties**. Syncfusion's role under this Agreement is the licensing of software and not the processing of PII on behalf of Customer. Syncfusion collects the limited contact information of Customer's personnel described in this Section as an independent business for its own account administration, license management, compliance verification, support, and communication purposes, in accordance with Syncfusion's Privacy Policy and applicable law. Customer is responsible for providing any notices to its personnel required by applicable law in connection with such disclosure. Customer acknowledges and agrees that if Customer provides PII to Syncfusion other than the information specifically requested by Syncfusion, then Syncfusion will treat any such disclosure as a material breach of this Agreement.

i) **CCPA**. To the extent Syncfusion is determined to be a "service provider" or "contractor" under the California Consumer Privacy Act, as amended ("CCPA"), with respect to any PII disclosed by Customer, Syncfusion shall, with respect to such PII: (i) process it only for the business purposes of administering Customer's licenses and account and providing Maintenance and Support services under this Agreement (the "Specified Purposes"); (ii) not sell or share it;

(iii) not retain, use, or disclose it for any purpose, including any commercial purpose, other than the Specified Purposes, or outside the direct business relationship between Syncfusion and Customer, except as permitted by the CCPA; (iv) not combine it with personal information received from another source or collected from Syncfusion's own interactions with the consumer, except as permitted by the CCPA; (v) comply with the applicable obligations of the CCPA and provide the same level of privacy protection as required of businesses by the CCPA; (vi) notify Customer if it determines that it can no longer meet its obligations under the CCPA; (vii) implement reasonable security procedures and practices appropriate to the nature of the PII; and (viii) require any subcontractor it engages to process such PII to comply with written terms at least as protective as those set forth herein. Customer may take reasonable and appropriate steps to help ensure that such PII is used in a manner consistent with Customer's obligations under the CCPA and, upon notice, to stop and remediate any unauthorized use. Customer shall inform Syncfusion of any consumer request made pursuant to the CCPA with which Syncfusion must comply and provide the information necessary for Syncfusion to comply with such request, and Syncfusion shall reasonably cooperate with Customer in responding to such requests.

j) 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.

k) Syncfusion's Security Policy can be found here: https://www.syncfusion.com/security-policy and the Security Management Report can be found here: https://security-management-report.s3.amazonaws.com/Security+Management+Report.pdf. Customer recognizes that this Security Management Report is not part of this Agreement and that this Agreement does not restrict Syncfusion's right to revise its Security Management Report.

l) Additional information can be found at Syncfusion's Legal Center website, https://www.syncfusion.com/legal/.

m) Syncfusion only complies with its own InfoSec policy and procedures. More information is available upon request.

n) Syncfusion will not be bound by Customer's security policies or its InfoSec policies. By using and/or downloading the Licensed Product, Customer acknowledges and agrees that Syncfusion will reject any such policies.

20. AI Integrations. Syncfusion® may incorporate artificial intelligence (AI) features and services to enhance your experience, productivity, and data insights. These AI-powered functionalities are optional and provided as is and are intended to assist you with tasks such as data analysis, code generation, natural language processing, and automation. The Licensed Product and Samples may contain AI integrations via API key and/or Customer's own AI model. These are optional features which do not operate without the provision of a third party API key and/or Customer's own AI model (not provided by Syncfusion). If Customer chooses to use AI features, then the following additional terms apply.

If the Licensed Product or Samples includes any component that utilizes an AI integration, Customer must use their own API key and/or own AI model. By adding their own API key and/or AI model, Customer agrees to adhere to the privacy policy and terms of the specific third-party provider. Customer is solely responsible for any information transmitted through AI integration and for the services obtained from the API provider and/or AI model. Syncfusion disclaims all liability for any damages or losses arising from the use of AI integration.

By using AI-powered features from Syncfusion®, you acknowledge and accept the following limitations and responsibilities:

- **No guarantee of accuracy:** AI-generated content may contain errors, omissions, or inaccuracies. Responses are generated based on patterns in data and may not reflect current events or specific circumstances. You should verify any critical information independently before taking action. Additionally, it is your responsibility to verify and validate all outputs before use in production or decision-making.
- **Not a substitute for expert judgment:** AI features are intended to assist—not replace—professional judgment, especially in critical or regulated applications. If you have sensitive or urgent concerns, please consult a qualified professional or contact appropriate support services.
- **User responsibility:** You are solely responsible for how you use AI-generated content and for any consequences arising from its use. Syncfusion® is not responsible and will not be liable under any circumstances for any decisions made based on AI-generated prompts, guidance, or responses. You are solely responsible for ensuring that your inputs comply with applicable laws, regulations, and internal policies. While Syncfusion will not have any access to any data Customer submits, including personal data, sensitive personal data, or protected health information (PHI), such data may be transmitted to and processed by Customer's third party service provider.
- **Compliance with laws:** You are responsible for ensuring that your use of AI features complies with all applicable local, national, and international laws and regulations.
- **Limitations:** AI features may not be suitable for all use cases, especially those requiring legal, medical, financial, or safety-critical decisions. AI-generated content should not be relied upon as legal, medical, financial, or other professional advice. All outputs should undergo human review prior to use, distribution, or implementation.

- **Output:** AI-generated output is provided on an "as-is" basis, without any guarantees as to accuracy, completeness, reliability, or fitness for a particular purpose. AI systems may produce incorrect, misleading, or incomplete results. Output may occasionally contain errors and/or be subject to open-source or third-party rights, including without limitation licenses that impose copyleft, source-disclosure, attribution, or redistribution obligations (e.g., the GNU General Public License (GPL), Lesser GPL, or similar licenses). Syncfusion does not make any representation or warranty as to fitness, accuracy or noninfringement of the Output, or as to the rights, title, or interest in or to said Output. Customer acknowledges and agrees it is Customer's sole responsibility and obligation to ensure that an appropriately qualified human has independently confirmed the fitness, accuracy, reliability, legality and appropriateness of such Output and, where applicable, verify compliance with all applicable open-source and third-party license terms and obtain any necessary permissions, licenses, or approvals required for Customer's intended use of the Output before Customer uses or discloses such Output.
- **Judgment:** You are responsible for exercising reasonable judgment when using AI-generated output, including ensuring that: (1) outputs are reviewed and validated by a qualified human before use; (2) no confidential, regulated, or restricted information is disclosed unless expressly permitted; and (3) any generated code or content complies with applicable intellectual property requirements, including avoiding copyleft or other restrictive licenses if not desired.
- **Feedback and monitoring:** Syncfusion does not control, monitor, or validate the data that you choose to input into the AI features, nor the outputs generated by the underlying large language model ("LLM").

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.

Schedule A

Deployment Licenses

Licensed Products for operation under Server Environments

The Syncfusion Essential Studio PDF Viewer SDK, Word Editor SDK, Spreadsheet Editor SDK, and PPTX Editor SDK is licensed for deployment in server environments, including but not limited to ASP.NET Core, ASP.NET MVC, Blazor, Angular, React, JavaScript and Vue.

All products are subject to the terms specified in this agreement. The PDF Viewer SDK, Word Editor SDK, Spreadsheet Editor SDK, and PPTX Editor SDK when 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.

Schedule B

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

This version of Syncfusion Essential Studio® is offered in the following editions:

- Essential Studio® PDF Viewer SDK – Includes PDF Viewer components.
- Essential Studio® DOCX Editor SDK – Includes DOCX Editor components.
- Essential Studio® Spreadsheet Editor SDK – Includes Spreadsheet Editor components.
- Essential Studio® PPTX Editor SDK – Includes PPTX Editor components.

Schedule C

Licensed Assemblies

Assemblies that are not Distributable

Assembly name	Can these be Distributed?
DemoCommon.dll	No

Assemblies that are Distributable are anything else that contains "Syncfusion" in the assembly name which is in the Licensed Product. A full list is available upon request.

ESSENTIAL STUDIO® PDF VIEWER SDK, ESSENTIAL STUDIO® SPREADSHEET EDITOR SDK, ESSENTIAL STUDIO® DOCX EDITOR SDK, AND ESSENTIAL STUDIO® PPTX EDITOR SDK SOFTWARE LICENSE AGREEMENT

Schedule D

Third Party Licenses and Attributions

Syncfusion provides the internet links below for Customer's convenience only and makes no representation or warranty with regard thereto. Customer acknowledges and agrees that the Licensed Programs may contain components listed below. Syncfusion makes no representation or warranty with regard to the below links accuracy, completeness, or permanence.

Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of the Microsoft® Visual Studio® tool set, including without limitation the jQuery JavaScript library, the JsRender library, the RequireJS library, the jQuery Easing library, the jQuery Globalize library, the ExplorerCanvas library, the WebGrease library, the Microsoft®Ajax Minifier, the FileSaver library, the JsViews and/or incorporation of any components thereof into Customer products and that Syncfusion shall have no liability whatsoever under any circumstances. As such, Syncfusion shall have no liability whatsoever under any circumstances with regards to such use.

Additionally, Syncfusion does not require the use of the frameworks below. Syncfusion does not provide any warranty, indemnity or any protection for the use of these frameworks. Syncfusion provides the extensions and the associated frameworks purely for the convenience of customers who choose to use these frameworks under the terms and conditions of the framework.

Number	Third Party Software Name	License Type	GitHub/ Microsoft® Reference links	License Links
1.	Microsoft®Office 2007/2010/2013 UserInterface	Microsoft	http://msdn2.microsoft.com/en-us/office/aa973809.aspx	N/A
2.	Microsoft.AspNetCore.Http	APACHE 2.0	https://www.nuget.org/packages/Microsoft.AspNetCore.Http/	https://raw.githubusercontent.com/aspnet/AspNetCore/2.0.0/LICENSE.txt
3.	Microsoft®–Windows Environment	Customer acknowledges and agrees that it must obtain licenses from Microsoft® for any and all software products reasonably required for any software developer to operate in a Windows® environment.	N/A	N/A
4.	Apple–iOS Environment	Further, Customer acknowledges and agrees that it must obtain licenses from Apple, Inc. for any and all software products reasonably required for any software developer to operate in any environment provided by Apple such as the iOS™ environment. This requirement shall apply only if Customer uses products designed to operate in any Apple	N/A	N/A

		provided platforms.		
5.	JavaScript Runtime	Customer acknowledges and agrees that it must obtain licenses from providers of JavaScript Runtime.	N/A	N/A
6.	Google – Android Runtime	Customer acknowledges and agrees that it must obtain licenses from Google, Inc. and any contributing licensors for any and all software products reasonably required for any software developer to operate in any environment provided by Google such as the Android™ environment. This requirement shall apply only if Customer uses products designed to operate in the Android environment.	N/A	N/A
7.	Newtonsoft.Json	MIT	https://github.com/JamesNK/Newtonsoft.Json https://www.nuget.org/packages/ Newtonsoft.Json/	https://github.com/JamesNK/Newtonsoft.Json/blob/master/LICENSE.md
8.	SkiaSharp library	MIT	https://github.com/mono/SkiaSharp	https://github.com/mono/SkiaSharp/blob/main/LICENSE.md
9.	SkiaSharp.HarfBuzz library	MIT	https://github.com/mono/SkiaSharp	https://github.com/mono/SkiaSharp/blob/main/LICENSE.md
10.	react-dom library	MIT	https://github.com/facebook/react /tree/master/packages/react-dom	https://github.com/facebook/react/blob/main/LICENSE
11.	JavaScript Web Products	For JavaScript/web-based products, Syncfusion provides extensions and samples for commonly used frameworks such as Angular (https://angular.io/), React (https://reactjs.org/) and Vue (https://vuejs.org/). The use of these extensions and samples requires the acceptance of terms under which these frameworks are licensed by	https://angular.io/ https://reactjs.org https://vuejs.org/	N/A

		their owners. For the avoidance of doubt • If Customer uses the extensions or samples for Angular, Customer must accept the Angular terms and conditions. Customer acknowledges and agrees Syncfusion does not provide Angular licenses, this license agreement does not cover Angular and Syncfusion has no liability, in any form. Syncfusion will provide no indemnity for the use of Angular, the extensions or samples. • If Customer uses the extensions or samples for React Customer must accept the React terms and conditions. Customer acknowledges and agrees Syncfusion does not provide React licenses, this license agreement does not cover React and Syncfusion has no liability, in any form. Syncfusion will provide no indemnity for the use of React, the extensions or samples. • If Customer uses the extensions or samples for Vue, Customer must accept the Vue terms and conditions. Customer acknowledges and agrees Syncfusion does not provide Vue licenses, this license agreement does not cover Vue and Syncfusion has no liability, in any form. Syncfusion will provide no indemnity for the use of Vue, the extensions or samples.		
12.	pdfium library	APACHE 2.0	https://pdfium.googlesource.com/pdfium/+/refs/heads/main	https://pdfium.googlesource.com/pdfium/+/refs/heads/main/LICENSE

13.	dart-xml	MIT	https://github.com/renggli/dart-xml	https://github.com/renggli/dart-xml/blob/main/LICENSE
14.	pdf.js	APACHE 2.0	https://github.com/mozilla/pdf.js	https://github.com/mozilla/pdf.js/blob/master/LICENSE
15.	BitMiracle.LibTiff.NET	BSD	https://www.nuget.org/packages/BitMiracle.LibTiff.NET	https://bitmiracle.github.io/libtiff.net/help/articles/license.html
16.	Device Info Plus	BSD	https://pub.dev/packages/device_info_plus	https://pub.dev/packages/device_info_plus/license
17.	Binary distribution of PDFium	MIT	https://github.com/bblanchon/pdfium-binaries/tree/master	https://pdfium.googlesource.com/pdfium/+/refs/heads/main/LICENSE
18.	Google Roboto Mono	APACHE 2.0	https://github.com/googlefonts/RobotoMono	https://github.com/googlefonts/RobotoMono/blob/main/LICENSE.txt
19.	log4net	Apache License 2.0	https://github.com/apache/logging-log4net	https://github.com/apache/logging-log4net/blob/master/LICENSE
20.	http	BSD-3-Clause	https://github.com/dart-lang/http/tree/master/pkgs/http	https://github.com/dart-lang/http/blob/master/pkgs/http/LICENSE
21.	Web	BSD-3-Clause	https://github.com/dart-lang/web	https://github.com/dart-lang/web/blob/main/LICENSE
22.	Async	BSD-3-Clause	https://github.com/dart-lang/core/tree/main/pkgs/async	https://github.com/dart-lang/core/blob/main/pkgs/async/LICENSE
23.	Microsoft.Extensions.DependencyInjection	MIT	https://github.com/dotnet/dotnet	https://github.com/dotnet/dotnet?tab=MIT-1-ov-file
24.	Microsoft.Web.WebView2	-	https://www.nuget.org/packages/Microsoft.Web.WebView2	https://www.nuget.org/packages/Microsoft.Web.WebView2/1.0.3719.77/License
25.	Microsoft.Semantic Kernel	MIT	https://github.com/microsoft/semantic-kernel	https://github.com/microsoft/semantic-kernel?tab=MIT-1-ov-file#readme
26.	Markdig	BSD-2-Clause	https://github.com/xoofx/markdig	https://licenses.nuget.org/BSD-2-Clause
27.	YoloX	Apache-2.0	https://github.com/Megvii-BaseDetection/YOLOX	https://github.com/Megvii-BaseDetection/YOLOX?tab=Apache-2.0-1-ov-file
28.	PaddleOCR	Apache-2.0	https://github.com/PaddlePaddle/PaddleOCR	https://github.com/PaddlePaddle/PaddleOCR?tab=Apache-2.0-1-ov-file

29.	SmartComponents. LocalEmbeddings	MIT	https://github.com/dotnet/smartcomponents	https://github.com/dotnet/smartcomponents/tree/main?tab=MIT-1-ov-file)
30.	Azure.AI.OpenAI	MIT	https://github.com/Azure/azure- sdk-for-net/	https://github.com/Azure/azure-sdk-for-net?tab=MIT-1-ov-file#readme

Syncfusion provides the above internet links for Customer's convenience only and makes no representation or warranty with regard to their accuracy, completeness, or permanence. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of any and all code distributed by any of the above-noted sources, as well as the incorporation of any such code thereof into Customer products. Customer further agrees that Syncfusion shall have no liability to Customer or any third party whatsoever under any circumstances related to the above matters. In the event of dual licenses Syncfusion will default to using the MIT, BSD or Apache license. In the event or dual licensing and a viral option, Syncfusion always chooses the non-viral option.

THE EXTENSIONS AND SAMPLES ARE 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 NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Syncfusion provides the above Internet links for Customer's convenience only and makes no representation or warranty with regard thereto. Syncfusion does not provide any warranty, indemnity or any protection for the use of these frameworks. Syncfusion provides the extensions and the associated frameworks purely for the convenience of customers who choose to use these frameworks under the terms and conditions of the framework.

Schedule E

Optional Samples

Optional samples ("Samples") are provided solely for demonstration, evaluation, or reference purposes. These Samples are not required and are intended to illustrate functionality or assist with implementation. The following terms apply to the use of Samples:

- **Exclusion from the Licensed Product:** The Samples are not included as functional or supported components of the Licensed Product, and no technical support or updates will be provided for them.
- **Limited Purpose:** The Samples are provided "as is" solely for reference, testing, or demonstration purposes. They are not intended for use in production environments or as part of any distributed or commercial application.
- **No Warranty:** Syncfusion provides the Samples without any express or implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.
- **Restricted Use:** Licensee is prohibited from modifying, reproducing, distributing, or otherwise using the Samples outside the context of their intended purpose as outlined in this Agreement.

The Samples may contain AI integrations via API key and/or Customer's own AI model. This is not a required feature, but if Customer does use AI features in the Samples, then the following terms apply.

Samples are not part of the Licensed Product. If a Sample includes any component that utilizes an AI integration, Customer must use their own API key and/or AI model. Customer agrees to adhere to the privacy policy and terms of the specific third-party provider, as outlined below. Customer is solely responsible for any information transmitted through the AI integration.

Disclaimer of Liability:

- Syncfusion provides the Samples "as is" without any warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.
- Syncfusion disclaims any liability for errors, inaccuracies, or omissions in the Samples, as well as for any damages arising from their use, including but not limited to loss of data, business interruption, or system failures caused by AI integrations.

Third-Party Terms and Responsibilities:

By using the Samples, the Customer acknowledges and agrees that the Samples may involve third-party AI services or tools. The Customer is fully responsible for reviewing and complying with the terms and conditions of those third-party providers.

Syncfusion is not responsible for any changes made by third-party providers to their APIs, services, or terms that may impact the functionality or usability of the Samples.

Data Privacy and Security:

The Customer is solely responsible for ensuring the security and confidentiality of any data transmitted through AI integration, including any sensitive or personal information.

Syncfusion does not monitor, access, or store any data transmitted via third-party APIs or third party AI models. Syncfusion assumes no responsibility for the protection or misuse of such data.

Acknowledgment of Risk:

By using any of the Samples listed below, Customer acknowledges and agrees that:

- Syncfusion does not require such usage.
- Syncfusion assumes no responsibility or liability for any data transmitted, disclosed, or processed through the Samples.
- Customer uses the Samples at their own risk

Number	Third Party Software Name	License Type	GitHub/ Microsoft® Reference links	License Links
1.	crossroads.js	MIT	https://github.com/millermedeiros /crossroads.js	https://github.com/millermedeiros/ crossroads.js#license
2.	rx.js	APACHE 2.0	https://www.npm js.com/package/rxjs	https://github.com/ReactiveX/rxjs/ blob/master/LICENSE.txt
3.	zone.js	MIT	https://www.npm js.com/package/zone.js	https://github.com/angular/angular/ blob/master/LICENSE
4.	Microsoft.AspNet Core.Localization	APACHE 2.0	https://www.nuget.org/packages/ Microsoft.AspNetCore.Localization/	https://raw.githubusercontent.com/ aspnet/AspNetCore/2.0.0/LICENS E.txt
5.	Roboto type family	APACHE 2.0	https://fonts.google.com/specimen/ Roboto	https://fonts.google.com/specimen/Roboto#license
6.	Fuse.js	APACHE 2.0	https://github.com/krisk/Fuse	https://github.com/krisk/Fuse/blob/master/LICENSE
7.	Elasticlunr.js	MIT	https://github.com/weixsong/elasticlunr.js	https://github.com/weixsong/elastic lunr.js/blob/master/LICENSE
8.	CodeMirror library	MIT	https://github.com/codemirror/ CodeMirror	https://github.com/codemirror/Cod eMirror/blob/master/LICENSE
9.	bootstrap library	MIT	https://github.com/twbs/bootstrap	https://github.com/twbs/bootstrap/b lob/main/LICENSE
10.	bluebird library	MIT	https://github.com/petkaantonov/ bluebird	https://github.com/petkaantonov/bl uebird/blob/master/LICENSE
11.	create-react-class library	MIT	https://github.com/facebook/react	https://github.com/facebook/react/b lob/main/LICENSE
12.	next.js	MIT	next-npm (npmjs.com)	https://github.com/vercel/next.js ?tab=MIT-1-ov-file#readme
13.	Microsoft.SemanticKernel	MIT	https://github.com/microsoft/ semantic-kernel	https://github.com/microsoft/semantic -kernel?tab=MIT-1-ov-file#readme
14.	google/generative-ai	Apache-2.0	https://github.com/google-gemini/generativ e-ai-js	https://github.com/google-gemini/generative-ai-js/blob/main/LICENSE#L4
15.	azure/openai	MIT	https://github.com/Azure/ azure- sdk-for-js/tree/main/sdk/openai/openai	https://github.com/Azure/azure-sdk-for-js/blob/main/sdk/openai/openai/ LICE NSE
16.	SkiaSharp.Views. Blazor	MIT	https://github.com/ mono/SkiaSharp/	https://github.com/mono/ SkiaSharp/blob/main/LICENSE.md
17.	provider	MIT	https://github.com/ rrousselGit/provider	https://pub.dev/packages/provider/license

18.	google_generative_ai	Apache-2.0	https://github.com/google-gemini/generative-ai-dart/tree/main/pkgs/google_generative_ai	https://github.com/google-gemini/generative-ai-dart/blob/main/pkgs/google_generative_ai/LICENSE
19.	Shared Preference	BSD-3-Clause	https://pub.dev/packages/shared_preferences	https://pub.dev/packages/shared_preferences/license
20.	LigerShark.WebOptimizer.Core	Apache 2.0	https://www.nuget.org/packages/LigerShark.WebOptimizer.Core/	https://www.nuget.org/packages/LigerShark.WebOptimizer.Core/
21.	ColorCode. WinUI library	MS-PL	https://github.com/CommunityToolkit/ColorCode- Universal	https://github.com/CommunityToolkit/ColorCode-Universal/blob/master/license.md
22.	Microsoft.Extensions.DependencyInjection	MIT	https://github.com/dotnet/dotnet	https://github.com/dotnet/dotnet?tab=MIT-1-ov-file
23.	Microsoft.Extensions.AI.OpenAI	MIT	https://github.com/dotnet/extensions	https://github.com/dotnet/extensions/blob/main/LICENSE
24.	Microsoft.Extensions.AI.Abstractions	MIT	https://github.com/dotnet/extensions	https://github.com/dotnet/extensions?tab=MIT-1-ov-file#readme
25.	Microsoft.Web.WebView2	-	https://www.nuget.org/packages/Microsoft.Web.WebView2	https://www.nuget.org/packages/Microsoft.Web.WebView2/1.0.3719.77/License
26.	Microsoft.Extensions.AI	MIT	https://github.com/dotnet/extensions	https://github.com/dotnet/extensions/blob/main/LICENSE
27.	Microsoft.ML.OnnxRuntime	MIT	https://github.com/Microsoft/onnxruntime	https://github.com/microsoft/onnxruntime/releases
28.	SmartComponents. LocalEmbeddings	MIT	https://github.com/dotnet/smartco mponents	https://github.com/dotnet/smartcompo nents/tree/main?tab=MIT-1-ov-file)
29.	Azure.AI.OpenAI	MIT	https://github.com/Azure/azure- sdk-for-net/	https://github.com/Azure/azure-sdk-for-net?tab=MIT-1-ov-file#readme
30.	Markdig	BSD-2-Clause	https://github.com/xoofx/markdig	https://licenses.nuget.org/BSD-2-Clause
31.	Redis	Microsoft commercial service (Redis OSS–based internally)	https://github.com/redis/redis	https://github.com/redis/redis/blob/unstable/LICENSE.txt
32.	YJS	MIT	https://github.com/yjs/yjs	https://github.com/yjs/yjs/blob/main/LICENSE

Schedule F

Promotional Offerings

From time to time, Syncfusion may make available free, promotional, discounted, limited use, or marketing offerings related to the Licensed Products "**Promotional Offering(s)**", including but not limited to developer tools, integrations, bundled offerings, or items offered in connection with third-party products or platforms (e.g., Visual Studio, affiliate offers, or similar programs).

No Replacement.
Promotional Offerings are distinct from, and provided solely in addition to, Customer's existing licenses and for Customer's exclusive benefit. Such offerings may not be applied as a replacement for any existing licenses, or in lieu of a renewal of such licenses. Customer may not cancel licenses and replace them with Promotional Offerings.
For the avoidance of doubt, Promotional Offerings do not replace, modify, extend, suspend, or substitute for any existing license for the Licensed Products. Use of a Promotional Offering does not alter the scope, duration, or terms of any existing software license.

No Effect on Payment Obligations.
If Customer holds an existing commercial license or active subscription for any Licensed Product, a Promotional Offering shall not offset, credit, reduce, defer, or satisfy any applicable fees, payment obligations, or other contractual commitments. All fees and obligations under an existing subscription remain due and payable in full.

Visual Studio Subscription Benefits.
For the avoidance of doubt, Promotional Offerings made available in connection with Visual Studio are subject to the terms herein.

No License Conversion or Downgrade.
Use of a Promotional Offering does not convert an existing subscription into a promotional or free offering and does not permit termination, downgrade, suspension, or avoidance of payment obligations. For clarity, Promotional Offerings may not be used to circumvent renewal, upgrade, or payment obligations.

Non-Circumvention / No Pass-Through of Promotional Licenses.
Customer shall not use the Promotional Offerings to circumvent, extend, transfer, or pass through the benefits of the Promotional Offerings to any third party that does not independently qualify for such promotion. Customer may not permit any third party to access or benefit from the Licensed Product, directly or indirectly. Any attempt to use the Licensed Product to enable, subsidize, or facilitate use by any third party shall be deemed an unauthorized use and a material breach of this Agreement.

Modification or Termination of Promotional Offerings.
Syncfusion may modify, suspend, or discontinue any Promotional Offering at any time, with or without notice, and without liability.

Applicability of Agreement Terms.
Promotional Offerings are provided solely pursuant to this Agreement and remain subject to all terms, conditions, limitations, and restrictions set forth herein.

Examples of Acceptable and Unacceptable Use.
These examples are illustrative only and do not limit the enforceability of this Schedule or Syncfusion's rights under this Agreement.

Scenario	Permissible?	Explanation
Customer uses the Promotional Offerings for the Licensed Product solely for its own business operations.	**Yes**	Internal use by a qualifying customer for its own business operations is permitted, provided all eligibility requirements and Agreement terms are met.
Customer provides services using Promotional Offerings for the Licensed Product to an affiliated company that independently qualifies for the Promotional Offerings.	**Yes**	Permissible where the affiliate independently qualifies for the Promotional Offering and the use is solely for the affiliated company's benefit and does not extend promotional benefits beyond eligibility limitations.
Customers allow access to the Promotional Offerings for the Licensed Product to a third party that does **not** independently qualify for the Promotional Offering.	**No**	Prohibited as an unauthorized pass-through of promotional benefits to a third party that does not meet eligibility requirements.
Customer uses a Promotional Offering for the Licensed Product to support multiple third parties, only some of whom qualify for such promotion.	**No**	Use that benefits any ineligible third party constitutes circumvention of eligibility restrictions, regardless of mixed eligibility.
Customer wishes to replace an existing license with a Promotional Offering.	**No**	Promotional Offerings cannot be used to replace Customer's existing licenses.
Customer attempts to apply a Promotional Offering to increase the developer count of an existing license.	**No**	Promotional Offerings cannot be used to expand or modify the developer count associated with an existing license. Instead, the promotional licenses must be deployed as a **separate and distinct license**, independent from existing licenses.
Customer declines to renew a license in order to replace such license with a Promotional Offering.	**No**	Promotional Offerings cannot be used **in lieu of renewing** licenses.
Customer complies with all other terms and conditions of the Agreement while using the promotional license.	**Required**	All Promotional Offerings remain subject to this Agreement and do not waive, modify, or supersede any contractual terms.