

Effective October 2025

PLEASE READ THIS CODE STUDIO AGREEMENT CAREFULLY.

Overview Of What This Document Is

This Software License Agreement (the **“Terms of Use”** or **“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, North Carolina 27560 (“Syncfusion”).

You must be at least eighteen (18) years old to agree to this Agreement. If you are acting as an individual, “You”, “Your”, or “Customer” will mean that You agree to be bound by these terms individually. If You are agreeing to this Agreement on behalf of a company or other legal entity, You represent that you have the authority to bind such company or entity. In such cases, “You”, “Your”, or “Customer” means such company or legal entity.

If You are not at least eighteen (18), You do not have such authority, or if You do not agree with these Terms, you may not use and/or download the Licensed Product. Syncfusion reserves the right to request proof of age.

This Agreement is specific to the Code Studio, including the Code Studio website, referred to herein as “Code Studio ” or “Licensed Product” or “Services”. No other Syncfusion products are covered by or included in this Agreement. Bold BI, Bold Reports, BoldSign, BoldDesk, BoldSales, and Essential Studio are not covered by, or included, in this Agreement.

What Is Syncfusion’s Code Studio

Code Studio is an AI-powered code assistant designed to interact with Customer’s selected LLM to write, analyze, and refactor code using natural language prompts. Your right to use or access Code Studio is set forth in this Agreement.

Read the Terms Carefully.

Carefully read all the terms and conditions of this Agreement prior to downloading, using, or installing Code Studio. This Agreement between You and Syncfusion sets forth the terms and conditions of Your use of Code Studio. Syncfusion reserves the right, in its sole discretion, to

modify, discontinue or terminate Code Studio or to modify this Agreement for any reason or for any future versions at any time.

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 choose to update to a later version of Code Studio, the then-current Terms of Use will apply.

Syncfusion may update this Terms of Use from time to time. By continuing to access or use Code Studio, You agree to be bound by such modified Terms. Each Terms of Use will reflect a “last updated” date. PLEASE REVIEW THIS WEBSITE ON A REGULAR BASIS TO OBTAIN TIMELY NOTICE OF REVISIONS. IF YOU CONTINUE TO USE THE LICENSED PRODUCT AFTER SUCH REVISIONS TAKE EFFECT, YOU AGREE TO BE BOUND BY THE REVISED TERMS.

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 CODE STUDIO 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.

BY CLICKING THE “YES” BUTTON OR ACCESSING OR USING CODE STUDIO IN ANY WAY, YOU ARE ACCEPTING ALL OF THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, ACCESS, INSTALL, OR OTHERWISE USE CODE STUDIO.

IF, AFTER READING THIS AGREEMENT, YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE CONTACT SYNCFUSION VIA EMAIL AT SALES@SYNCFUSION.COM.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties to this Agreement, and intending to be legally bound, the parties hereby agree as follows:

1. The Basics

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. This Agreement does not operate as an

acceptance of any conflicting terms and conditions and shall prevail over any conflicting provisions set forth in any Customer purchase order or any other instruments. In the event Customer believes any such conflicting provisions apply, then the only remedy is a pro-rated refund.

2. Definitions.

Term	Definition
Code Studio	Code Studio is an AI-powered code assistant designed to interact with Customer’s own LLM to write, analyze, and refactor code using natural language prompts, herein referred to as “Code Studio” or “Licensed Product” or “Services”.
Documentation	The softcopy documentation provided by SynCFusion with the Licensed Product, such as softcopy user manuals and online help.
LLM	A Large Language Model (“LLM”), is an advanced artificial intelligence system trained on vast amounts of data making them capable of understanding and generating natural language and other types of content to perform a wide range of tasks. LLMs may provide API tokens (also known as API keys) which are unique identifiers. These tokens are not provided by SynCFusion. These tokens include API requests to authenticate the user or application making the request and to authorize access to the LLM's capabilities. The API gateway or server validates these tokens to ensure that only legitimate and authorized

	requests are processed, often enforcing rate limits and usage policies associated with the specific token.
Users	Customer or any of Customer's employees who obtains access to the Licensed Product under Your license subscription.
Pricing Plan	The specific subscription plan which includes pricing and usage stipulations agreed to by Syncfusion and Customer. Pricing Plans can be found here: https://www.syncfusion.com/code-studio/pricing/

3. Code Studio Fee, Prices, and Payment

3.1 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 in accordance with the **Payment Terms** below 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.

3.2 Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Syncfusion regarding future functionality or features.

3.3 Payments made to Syncfusion shall be made on a recurring basis and shall be charged in accordance with Your Pricing Plan.

3.4 All billing cycles are renewed automatically for the next subscription term. You expressly agree to recurring payments.

3.5 Fees are determined in accordance with Customer's Pricing Plan. All fees stated are non-refundable, and are exclusive of all taxes, levies, or duties, which are Your responsibility.

3.6 In the event of a failure of a chosen payment method, Syncfusion will notify Customer in writing in accordance with the Notice Section of this Agreement. Customer shall have ten (10) days from the date notice is provided to remedy any such issue. If payment is not received before this period passes, your Subscription will be cancelled without further notice.

3.7 You agree to promptly notify us of any changes to Your billing information. In case You pay with a credit card, You hereby authorize us to charge Your credit card on a recurring basis for all applicable fees.

3.8 If Customer exceeds any usage limits as defined in their Pricing Plan, Syncfusion may require Customer to enter into a Pricing Plan more suited to actual usage and invoice for excess usage. Customer agrees to pay any such invoice in accordance with the payment terms set forth in this Agreement.

3.9 Syncfusion may use third party payment processing providers.

4. Electronic Delivery

The Licensed Product and Documentation shall be delivered by electronic means, and shall be deemed delivered when it is made available for download ("Delivery").

5. License Grant.

5.1 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 using Code Studio. For the avoidance of doubt, Customer agrees that the Licensed Product is licensed and not sold. All use of the Licensed Product by Customer shall be made solely in accordance with the Documentation, Pricing Plan, and the terms and conditions of this Agreement. Furthermore, Customer receives no rights to the Licensed Product other than those specifically granted herein. Customer must have active licenses for all Users.

5.2 The parties hereto also expressly agree that during the Term of this Agreement, and only during the Term of the Agreement, Customer may allow its Users to create accounts in accordance with the terms and limits of Customer's Pricing Plan.

5.3 Subject to this Terms of Use, Customer's Pricing Plan, and continuous payment of the License Fee, Customer and Customer's Users can access Code Studio.

5.4 Customer is responsible for ensuring its Users are competent professionals who understand the security risks associated with sending and transmitting data and in connection with use of the Licensed Product. Customer is fully responsible for any data Customer and its Users send and transmit, including Customer Data and Input.

5.5 Customer acknowledges that any breach of this Section by Customer or its Users is Customer's breach and shall constitute a material breach of this Agreement which will result in an immediate termination of the license granted hereunder.

5.6 Customer will ensure that its Users comply with all of Customer's obligations under this Agreement, and Customer is responsible for their acts and omissions relating to this Agreement as though they were those of Customer.

5.7 Syncfusion reserves all rights to Code Studio not specifically granted herein.

6. Improvements and Feedback.

6.1 In the event that the Customer modifies, improves or creates derivative works of or from Code Studio or any part thereof (collectively, "Improvements"), Syncfusion shall immediately and irrevocably own all right, title and interest, including any and all Intellectual Property Rights, in and to such Improvements and the Customer hereby assigns any rights (including any Intellectual Property Rights) in such Improvements to Syncfusion and agrees to secure any additional confirmations, assignments or other instruments or documents as may be necessary to vest title to any such Improvements in Syncfusion as contemplated by this Section. No amount shall be payable by Syncfusion to the Customer for the assignment of any rights or Improvements.

6.2 Customer and its Users may provide Feedback, including, but not limited to, reviews, comments, and feature requests. Such Feedback is deemed an integral part of Code

Studio and as such, is the sole property of Syncfusion without restrictions or limitations on use of any kind. Syncfusion may either implement or reject such Feedback, without any restriction or obligation of any kind. You (i) irrevocably assign to Syncfusion any right, title and interest You may have in such Feedback; and (ii) explicitly and irrevocably waive any and all claims relating to such rights, title, and interest.

7. Restrictions

Customer agrees:

7.1 Customer shall only allow named Users to use the Licensed Product.

7.2 Customer cannot distribute Code Studio.

7.3 Customer, or any one acting on behalf of Customer, may not use the Licensed Product's source or binary code 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 such usage of the Licensed Product in an AI-training dataset is considered a material 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. This includes, but is not limited to, enabling or failing to disable any settings, features, or programs—whether provided by third-party platforms, cloud services, or integrated development environments—that permit such data to be collected or used for model development or enhancement.

7.3.1 Customer must ensure that all relevant configurations, privacy settings, and opt-out mechanisms are properly set to prevent any automatic or manual submission of Product-related data to any AI or machine learning system for training or improvement purposes. Failure to comply with this restriction is considered a material breach.

7.4 Customer acknowledges and agrees that Customer, or anyone acting on behalf of the Customer, will not reverse engineer Code Studio.

7.5 Customer acknowledges and agrees that Customer, or anyone acting on behalf of the Customer may not circumvent, disable, or otherwise interfere with security-related features of Code Studio.

7.6 Customer acknowledges and agrees that Customer, or anyone acting on behalf of the Customer, may not manipulate the security features, decompile or disassemble, decrypt, or attempt to derive the source code of Code Studio, or any components thereof.

7.7 Customer acknowledges and agrees that Customer, or anyone acting on behalf of the Customer, may not modify, translate, patch, improve, alter, change, or create any derivative works of Code Studio, or any part thereof.

7.8 Customer acknowledges and agrees that Customer, or anyone acting on behalf of the Customer, may not use robots, spiders, scrapers, or other automated means to access or monitor Code Studio for any purpose.

7.9 Customer acknowledges and agrees that Customer, or anyone acting on behalf of the Customer, may not take any action that imposes or may impose (at SynCFusion's sole discretion) an unreasonable or disproportionately large load on the SynCFusion's infrastructure or any infrastructure which supports Code Studio .

7.10 Customer acknowledges and agrees that Customer, or anyone acting on behalf of the Customer, may not interfere, or attempt to interfere, with the integrity or proper working of Code Studio or any related activities. Customer warrants Customer and/or anyone acting on behalf of Customer will **not**:

- I. Breach or otherwise circumvent any security or authentication measures; and/or
- II. Access, tamper with, or use non-public areas or parts of Code Studio, or shared areas of Code Studio You have not been invited to;

- III. Interfere with or disrupt any host or network, for example by sending a virus to, overloading, flooding, spamming, or mail-bombing, any part of Code Studio;
- IV. Access, search, or create accounts for Code Studio by any means other than Synconfusion's publicly supported interfaces (for example, by "scraping" or creating accounts in bulk).
- V. Send unsolicited communications, promotions, advertisements, or spam.
- VI. Send altered, deceptive, or false source-identifying information, including by "spoofing" or "phishing";
- VII. Promote or advertise products or services other than your own without appropriate authorization;
- VIII. Upload any data relating to children in violation of any applicable laws;
- IX. Upload any data with or relating to medical information;
- X. Use Code Studio or any Code Studio material for anything illegal, or that in any way advocates for anything illegal.
- XI. Publish or share materials that are unlawfully pornographic or indecent, misleading, pyramid schemes, or that contain extreme acts of violence;
- XII. Advocate bigotry or hatred against any person or group of people based on their

- race, religion, ethnicity, sex, gender identity, sexual preference, disability, or impairment;
- XIII. Harass or abuse Syncfusion personnel or representatives performing services on behalf of Syncfusion;
- XIV. Violate the law in any way, including by storing, publishing, or sharing material that is fraudulent, defamatory, or misleading.
- XV. Violate privacy, property, or personal data rights
- XVI. Violate any intellectual property rights

7.11 Customer acknowledges and agrees that Customer, or anyone acting on behalf of the Customer, cannot utilize Code Studio to develop competing products or utilize Code Studio in such a way that results in the development of Competing Products, where Competing Products means any products which are identical to or substantially the same as Code Studio or any other Syncfusion product, and which are (or could reasonably be anticipated to be in Syncfusion's sole discretion) marketed or distributed in such a manner as to compete with Code Studio or any Syncfusion product.

7.12 Customer acknowledges and agrees that Customer, or anyone acting on behalf of the Customer, may not use any Syncfusion trademarks.

7.13 Customer acknowledges and agrees that Customer, or anyone acting on behalf of the Customer, may not use any Syncfusion logos without prior written approval.

7.14 Customer acknowledges and agrees that Customer, or anyone acting on behalf of the Customer, will not utilize Code Studio in any unlawful manner, for any harmful, irresponsible, or inappropriate purpose, or in breach of these Terms or any terms and conditions of any third-party product.

Customer acknowledges and agrees that a breach of this Section is a material breach of this Agreement that will result in the immediate termination of all Customer's licensed rights.

8. Trial Licenses When downloading Code Studio for the first time, solely for purposes of considering the purchase of a subscription to Code Studio, Syncfusion may grant Customer a nonexclusive, non-transferable, non-sub-licensable, limited right to use the Licensed Product for the purpose of evaluating whether to purchase a Code Studio license, subject to the terms herein. Customer may use the Licensed Product during the specified evaluation period for internal operations only. All Trial Licenses are allotted solely for the maximum number of days specified on the Code Studio's website.

9. Open Source

9.1. Customer acknowledges and agrees that Code Studio may contain open source components that are subject to the terms of open source licenses. A list of such open source components, and links to their licenses, are available upon request. This list can be changed or updated without notice. Syncfusion provides this list and related internet links for Customer's convenience only and makes no representation or warranty of any kind with regard thereto. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's incorporation of the open source components into Customer's products and that Syncfusion shall have no liability whatsoever under any circumstances.

9.2. Customers agrees that all access and use of the Licensed Product shall happen only with duly licensed systems, including hardware and software. Customer agrees that in the event of any third-party claim about any third-party licenses, Syncfusion will have no liability to Customer in any form. Customer further agrees that Customer will fully indemnify Syncfusion in the event a third party files any claim regarding any Customer's use of a third-party product in connection with Code Studio where Customer has not obtained proper third-party product licenses or acts in violation of such licenses.

10. Username and Password

10.1. Customer's Users must register for Code Studio account(s). Any registration information provided to Syncfusion must be accurate, current, and complete.

- 10.2. Customer must ensure timely updates to User information in order to receive notices, statements, and other related information.
- 10.3. Customer is responsible for all actions taken through its Users' accounts.
- 10.4. Customer must ensure that all Users' IDs, passwords, and other credentials for Code Studio are kept strictly confidential and ensure any such information is not shared with any unauthorized person.
- 10.5. In the event You become aware of any unauthorized use, You are solely responsible for notifying Syncfusion.
- 10.6. Customer is solely liable for the security of its Users' IDs and password(s).
- 10.7. Customer may use the Licensed Product solely for its own business purposes.
- 10.8. Customer shall not allow third parties access to the Licensed Product and shall not make Users' passwords available to any third party.
- 10.9. Customer acknowledges and agrees that each User shall be required to have a named-user license, and such named-user licenses are not transferable.
- 10.10. Customer shall not allow more than one person to access a single account through any means, including but not limited, allowing shared credentials or shared permissions.
- 10.11. Customer is solely liable and responsible for its Users and for correctly configuring their settings, privileges, and controls in relation to the activities such Users. Further, Customer acknowledges and agrees that any action taken by any such User is deemed as an authorized action by Customer.

11. Data Management and Security

- 11.1. **Security.** Customer acknowledges and agrees that use of Code Studio necessarily involves the transmission and storage of data over networks and hardware devices which may not be owned, operated, or controlled by Syncfusion. Syncfusion is not responsible for any intercepted, lost, altered, stolen, or otherwise modified data that is transmitted or stored across such networks. By using Code Studio, Customer accepts all risks and

agrees that Syncfusion will not have any liability for damages or equitable relief in any way.

11.2. Retention of Data. Syncfusion may retain transaction data for as long as reasonably necessary and as required by law.

11.3. Data Security. The Licensed Product employs industry-standard security measures, including encryption, to protect all data in transit and at rest. Access to the data is restricted to authorized personnel, and any breaches or unauthorized access will be addressed in accordance with applicable security protocols.

11.4. Deletion of Data. Upon expiration or termination of Customer's subscription, data will be permanently deleted from the Licensed Product's systems, subject to any legal or contractual obligations, or any applicable data retention period that require continued storage.

11.5. Transmission and Storage. In connection with Customer's use of the Licensed Product, Customer may upload, submit, transmit, store, or otherwise make available certain content, including, but not limited to numbers, statistics, figures, representations, text, file attachments, images, reports, and personal data ("Customer Data"). Syncfusion has no liability, in any form, for the Customer Data Customer chooses to transmit.

11.5.1. You must ensure at all times that Your use and storage of Customer Data is compliant with federal, state, and local laws and regulations. You represent and warrant that Customer Data is transferred with informed consent in such a way that does not violate any applicable law or regulation or the rights of any third party.

11.5.2. The devices and the methods of transmission of Customer Data are outside of Syncfusion's control, and Syncfusion holds no liability in any form for any Customer Data used in connection with Code Studio.

11.5.3. As such, Syncfusion assumes no responsibility or liability for any Customer Data, and You shall be solely responsible for the consequences or results of using, disclosing, storing, or transmitting it.

11.5.4. Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of, and copyright permissions to, all Customer Data.

11.5.5. Syncfusion will not use Customer Data for any purpose other than to ensure performance of this Agreement.

11.6. Code Studio collects anonymous usage data to improve product quality and User experiences. This data helps the Syncfusion development team understand feature usage, identify performance issues, and prioritize enhancements. Telemetry collection is optional and can be disabled at any time by the user. More information can be found here: <https://help.syncfusion.com/code-studio/features/telemetry>

11.7. Customer is on notice of Code Studio's Security Policy, Privacy Policy, and Cookie Policy, which are available on the Code Studio website. Customer recognizes that these policies are not a part of this Agreement, and this Agreement does not restrict Syncfusion's right to revise any such policies.

11.8. Syncfusion only complies with its own cybersecurity and InfoSec policies and procedures. More information is available upon request.

11.9. 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.

12. Additional Licenses and Integrations with Third Party Software

12.1. Customer may need to obtain additional licenses to connect to a data source or other third party software, including LLMs, even in instances where Syncfusion provides a working data access framework to connect to such data sources. For the avoidance of doubt, no third-party licenses are included with this Agreement.

12.2. Customer acknowledges and agrees that Syncfusion does not, in any way, endorse any third party software, and shall not be responsible or liable with respect to any such third party software. Customer's obligations concerning payment for, or use of, such third party software, including without limitation, the collection, processing and use of Customer Data, are subject to a separate contractual arrangement between Customer and the third party software provider.

12.3. Customer agrees that in the event of any third-party claim about any such third-party licenses, Syncfusion will have no liability to the Customer in any form. Customer further agrees that Customer will fully indemnify Syncfusion in the event a third party files any claim against Syncfusion regarding any Customer use of a third-party product in connection with Code Studio without Customer obtaining proper licenses.

12.4. Syncfusion may provide documentation or technical guidance to facilitate integration with third-party applications; however, Syncfusion does not warrant or support the functionality, availability, or security of such third-party applications and shall not be liable for any issues arising from their use, regardless of any integration assistance provided by Syncfusion.

12.5. Such integration with third party software using an API key, token, or other access method may allow an exchange, transmission, modification or removal of data, including Customer Data, between Code Studio and such third party software, the scope of which is determined by the applicable actions set by such integration. Customer hereby acknowledges and agrees that any access, collection, transmission, processing, storage or any other use of data, including Customer Data, by third party software, is governed such third party software agreement, including any applicable privacy policy. Syncfusion shall have no liability or responsibility for any access, collection, transmission, processing, storage or any other use of data, including the Customer Data, by any such third party software.

12.6. By integrating and/or using such third party software, Customer acknowledges and agrees that Customer is solely responsible for compliance with applicable privacy restrictions, laws and regulations in connection with the activities and use of any data pertaining to such use by Customer and its Users.

12.7. If Customer receives notice that a third-party application may no longer be used or must be removed, modified and disabled to avoid violating applicable law, third-party rights, or Syncfusion policies, Customer will promptly do so, and, if requested by Syncfusion, Customer shall confirm deletion and discontinuance of such use in writing. In connection with any such notice, Syncfusion shall be authorized to provide a copy of

such confirmation to any such third-party, including governmental authorities, as applicable. If Customer does not take required action or if, in Syncfusion's sole discretion continued violation is likely to recur, Syncfusion may disable Customer's access to Code Studio. In addition, if Syncfusion is required by any third-party rights holder to remove data, or receives information that data provided in connection with Customer's use of the Licensed Product may violate applicable law or third-party rights, Syncfusion may discontinue Customer's access to Code Studio.

13. Title

No title to or ownership in Code Studio is transferred to Customer. Title to, and all applicable rights in, patents, copyrights, trademarks, and trade secrets in Code Studio shall remain in Syncfusion. Code Studio provided hereunder, including the ideas, concepts, know-how, and technology contained therein, is proprietary and confidential to Syncfusion and contains trade secrets of Syncfusion. 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 Users to fulfill its obligations hereunder.

14. Term and Termination

14.1. The license rights granted under this Agreement shall be for a period commencing at the earlier of (i) the payment of the license subscription fee or (ii) initial download of or access to the Licensed Product, excluding updates.

14.2. Paid licenses granted under this Agreement are subscription-based, and all such subscriptions have a minimum annual term, even if paid in monthly installments.

14.3. In the event Customer does not renew the paid subscription, all licensed rights granted under this Agreement for the paid subscription will immediately terminate and all Customer Data stored in Code Studio under the paid subscription account will be deleted in accordance with the terms of this Agreement.

14.4. In the event Customer chooses not to continue with any version of the Code Studio license, all Customer Data stored in Code Studio will be deleted in accordance with the terms of this Agreement.

14.5. Upon termination of the license, Customer will no longer have access to any Customer Data stored in Code Studio.

14.5.1. Customer is solely responsible for downloading and securely storing all Customer Data prior to termination of the license. Syncfusion will not provide access to any Customer Data after termination, except where required by applicable law. Syncfusion shall not be liable for any loss of Customer Data resulting from Customer's failure to download Customer Data prior to termination.

14.5.2. Customers should export or download all Customer Data before termination to ensure continued access. Syncfusion will not be liable for loss of Customer Data following the termination or expiration of this Agreement.

14.5.3. Following termination, Customer will remain responsible, and is solely liable, for compliance with any applicable laws or regulations requiring the retention of Customer Data.

14.6. Syncfusion shall have the right to terminate Customer's license if Customer fails to comply with the terms and conditions of this Agreement.

14.7. In the event that Customer has failed to pay any required fee(s), Syncfusion shall give written notice to Customer of such default, and if such default has not been remedied in full within ten (10) days of such notice, all licenses granted hereunder are hereby automatically revoked without further notice and all data stored under the account will be deleted in accordance with this Agreement.

14.8. Once any licenses are revoked for failure to pay license fees, all use of the Licensed Product shall be strictly prohibited. Syncfusion shall not be required to give any written notice.

14.9. Accounts that are inactive for more than six (6) months may be scheduled for automatic deletion for security reasons.

14.10. Customer is responsible for canceling automatic subscription renewals should it no longer use the Licensed Product.

14.11. Licenses may be immediately terminated for material breach and Syncfusion is not required to give any notice to terminate licenses in the event of a material breach.

14.12. Once licenses are revoked, all Customer and its Users' use of Code Studio shall be strictly prohibited.

14.13. In the event of termination or expiration, it is Customer's obligation to transfer, back up, or otherwise maintain all Customer Data. Customer acknowledges and agrees that Customer will take all necessary precautions to avoid any loss of data that might result when Code Studio can no longer be used, accessed, or properly licensed.

14.14. Sections 5, 6, 7, 11, 13, 14, 15, 16, 17, 19, 20, and 23 of this Agreement shall survive the expiration or termination of Customer's license and this Agreement.

15. Warranty

15.1. CODE STUDIO AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES, INCLUDING SUPPORT AND OUTPUT, ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. SYNCFUSION DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO CODE STUDIO AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. SYNCFUSION DOES NOT WARRANT THAT CODE STUDIO OR ANY PORTION OF THE SERVICES, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICES, INCLUDING SUPPORT AND OUTPUT, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND SYNCFUSION DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED, AND (C) SYNCFUSION DOES NOT WARRANT THAT CODE STUDIO WILL BE COMPATIBLE WITH ALL OF CUSTOMER'S EQUIPMENT OR SOFTWARE CONFIGURATIONS OR THAT THE LICENSED PRODUCT IS DESIGNED TO MEET ALL OF CUSTOMER'S BUSINESS REQUIREMENTS. AS SUCH, CUSTOMER ACCEPTS THE SERVICES AS-IS.

15.2. SYNCFUSION IS NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM CUSTOMER'S USE OF CODE STUDIO. CUSTOMER ACKNOWLEDGES AND AGREES USE

OF ANY PORTION OF CODE STUDIO IS AT CUSTOMER'S OWN DISCRETION AND RISK, AND THAT SYNCFUSION IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICES) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

15.3. SYNCFUSION MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

15.4. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Syncfusion does not disclaim any warranty that Syncfusion is prohibited from disclaiming under applicable law.

16. Indemnification.

16.1. Syncfusion provides access to Code Studio to Customer without any indemnification of any kind. Syncfusion does not provide any copyright indemnification, patent indemnification, trademark indemnification, data privacy indemnification, or other trade secret indemnification. Accordingly, Customer hereby assumes all risks and liabilities that may arise from Customer's use of the Services. Moreover, in addition to any other limitation of liability set forth in these terms of use, You expressly agree that in no event shall Syncfusion or its officers, directors, employees, contractors, affiliates, or agents be liable to You or any third party for the following:

16.2. Any direct, indirect, punitive, incidental, special, or consequential damages or any damages incurred by You, however caused and under any theory of liability. This shall include, but is not limited to, lost profits (directly or indirectly), loss of data, loss of files, loss of goodwill or business reputation, or other intangible loss;

16.3. Any loss or damage that may be incurred by You, or arising from an outage, or arising out of or in any way connected with the use or performance of the Services; the delay in using or inability to use the Services; the provision of or failure to provide services; any information, documents, and publications obtained through the Website; or any loss or damage otherwise arising out of the use of the Services;

- 16.4.** Any loss or damage arising out of unauthorized access to or alteration of Your transmissions of data and of any material or data sent or received or not sent or received;
- 16.5.** Any loss or damage arising out of any inaccuracies in the translation of information, documents, and publications, or of any misunderstandings resulting from differences in language usage, dialect, or particular regional usage in such translations.
- 16.6.** Syncfusion has no liability for any loss, damage, or misappropriation of Your data, files, or information under any circumstances or for any consequences related to changes, restrictions, suspensions, or terminations of the Agreement.
- 16.7.** The limitations on Syncfusion's liability in Section 17 apply even if Customer has been advised of or should have been aware of the possibility that such losses or damages could arise.
- 16.8.** This is the sole indemnification remedy. The Parties agree that if there is any liability for Syncfusion, it will be limited to \$1.00 USD.
- 16.9.** The Licensed Program(s) are tools that are not intended to replace the professional skills and judgment of Customer and its employees, Users, 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 Licensed Product or any reliance thereon by Customer. Customer shall also be responsible for the continued operation and maintenance of the computer equipment and the third-party software used in connection with the Licensed Product. For these reasons, Customer agrees to be solely responsible for the design, repair, and configuration of Customer's equipment, machinery, systems, and 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.
- 16.10.** Customer will indemnify Syncfusion from, and defend Syncfusion against, any actual or threatened third-party claim, or legal action or administrative agency action or proceeding ("**Claim**"), arising from or relating to (a) Customer's use or misuse of the Licensed Product, (b) Customer's breach of this Agreement, and (c) Customer's

Integrations or Extension Apps, including by any Users' use thereof. Syncfusion will provide Customer with prompt written notice of a Claim and provide reasonable assistance with its defense. Customer will have sole authority to defend or settle a Claim at its expense, provided any such settlement does not impose ongoing obligations on Syncfusion.

17. Limitation of Liability

17.1. Customer acknowledges and agrees that Syncfusion assumes no liabilities and has no liability whatsoever under any circumstances 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.

17.2. The Parties agree that if there is any liability for Syncfusion, it will be limited to \$1.00 USD.

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

17.4. Customer acknowledges and agrees that Syncfusion disclaims and therefore accepts no liability, in any form, for any claim relating to any open source or third party 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 or third party software in any manner or form.

18. Maintenance and Support

18.1. Maintenance and Support services are included during an active subscription term. Termination of any such subscription shall result in the termination of Maintenance and Support.

18.2. Maintenance and Support is provided in accordance with the terms of Syncfusion's then-current Support and Maintenance Service Level Agreement, available upon request.

18.3. Syncfusion requires that Customer disclose each of its Users 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 such User in order for Syncfusion to provide such Maintenance and Support services.

18.4. Syncfusion reserves the right, in its sole discretion, to limit or suspend or terminate Maintenance and Support during any Subscription License Term in the event that Syncfusion determines that Customer is abusing Maintenance and Support. 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 personnel engaging in behavior described in the Bullying and Harassing Behavior Section of this Agreement.

18.5. Maintenance and Support services are provided to Customer only. All help tickets or maintenance and support requests must be submitted by Customer and its Users solely on behalf of Customer; no third parties shall submit requests for Maintenance and Support. 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, and (iii) Customer using a third party to submit a request for support.

18.6. Customer cannot use any third party to provide maintenance, support, or updates to 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.

18.7. 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.

18.8. In the event Customer supplies data when submitting a support ticket, Customer represents and warrants that (1) Customer obtained all of the necessary rights, releases, and permissions to provide any and all of its data to Syncfusion and (2) Customer's data was transferred with informed consent in such a way that does not violate any law or regulation or the rights of any third party.

19. Export

Customer acknowledges that Code Studio 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 part of Code Studio 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 Code Studio 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 Code Studio 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 Code Studio 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.

20. Government Contracting

If Code Studio 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 Product. Notwithstanding the foregoing, Customer may freely license its Customer Applications that include Licensed Assemblies subject to Customer’s compliance with all of the limitations set forth in this Agreement. For the avoidance of doubt, the United States Government or any other government agency shall have no distribution or development rights in Customer’s products that include the Licensed Assemblies under any such arrangement. Customer is solely responsible for vetting and seeing if Code Studio is allowed under government regulations.

21. Taxes

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

22. 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.

23. Proprietary Rights

- 23.1.** Customer Data provided by or on behalf of You to the Services shall be referred to in this Section as "**Input**".
- 23.2.** Any content generated by Code Studio based on or derived from such Input shall be referred to herein as "**Output**".
- 23.3.** Customer retains sole responsibility for all Input and represent and warrant that Customer has the requisite rights and licenses to provide such Input in connection with Customer's use of Code Studio.
- 23.4.** Except for any portions that include Your proprietary Input, the Output provided by Code Studio may be the same as or similar to the Output provided to other customers. Consequently, Your rights, title, and interest in that Output are non-exclusive and are limited solely to the permitted uses allowed under this Agreement.
- 23.5.** You further acknowledge that, due to the unique nature of the Services, the Output may occasionally contain errors and/or be subject to third-party rights, including open-source licenses. Notwithstanding any other provision herein, 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.
- 23.6.** 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 the Output before Customer uses or discloses such Output.
- 23.7.** Should Input or Output include Essential Studio code, Customer must have an active Essential Studio license and all rights and title to Essential Studio remain solely with Syncfusion.

23.8. No title to or ownership in Essential Studio or any Syncfusion product is transferred to Customer, even where such code is included in Code Studio's Output and/or is incorporated into Customer's products. Title to and all applicable rights in patents, copyrights, trademarks, and trade secrets in Essential Studio shall remain in Syncfusion. The Licensed Product provided hereunder, including the ideas, concepts, know-how, and technology contained therein, is proprietary and confidential

23.9. Customer's use of Essential Studio shall be made solely in accordance with the terms and conditions of the applicable Essential Studio Software License Agreement; and all termination requirements in such agreements apply.

23.10. Unless Customer is eligible for an Essential Studio Community License, a paid license will be required.

23.11. For the avoidance of doubt, Syncfusion does not directly receive Customer Data and nothing in this Agreement authorizes Syncfusion to share proprietary Input to other customers.

24. General Clauses

Provision	Clause
24.1 Assignment	Customer may not assign any of its obligations, rights, or remedies hereunder and any such attempted assignment shall be null and void.
24.2 Waiver	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,

Provision	Clause
	amended, or modified except in writing, directly referencing the Agreement, and signed by authorized representatives of both parties.
24.3 Independent Contractors	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.
24.4 Logos	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.
24.5 CAN-SPAM	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 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.
24.6 Intended Purpose	To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this

Provision	Clause
	<p>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.</p>
<p>24.7 Injunctive and Equitable Relief</p>	<p>The obligations of Customer under Sections 13, 19, and 20 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 shall, in addition to other remedies which may be available, be entitled to injunctive and other equitable relief in the event of the breach or threatened breach of such obligations.</p>
<p>24.8 Arbitration</p>	<p>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</p>

Provision	Clause
	<p>arbitrator(s) may be entered in any court having jurisdiction thereof.</p>
<p>24.9 Mandatory Arbitration, Waiver of Class Actions.</p>	<p>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 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.</p>
<p>24.10 Jurisdiction and Venue</p>	<p>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</p>

Provision	Clause
	Agreement shall be in a federal or state court located in Wake County, North Carolina.
24.11 Bullying and 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.

Appendix A – Code Studio Third-Party Software

Customer acknowledges and agrees that the Licensed Product contains certain features that may contain third-party software. A list of all third-party software is available upon request.

Syncfusion provides such list and accompanying internet links for Customer's convenience only and makes no representation or warranty of any kind with regard thereto. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's incorporation of third-party software into Customer products and that Syncfusion shall have no liability whatsoever under any circumstances.

Customer hereby acknowledges and agrees that the Licensed Product contains certain features that (i) are licensed from third parties and are subject to additional terms or third-party licenses and/or (ii) allow Customer to implement or interface with third-party products that are subject to separate agreements. Customer further acknowledges that the list of such features may change as newer versions of the Licensed Product are released by Syncfusion. Customer is required to obtain all third-party licenses.

Syncfusion shall have no liability whatsoever for, nor provide any indemnification to, Customer under any circumstances for any claims that may arise against Customer related to Customer's use of such third-party software.