SYNCFUSION DASHBOARD PLATFORM SOFTWARE LICENSE AGREEMENT

SYNCFUSION DASHBOARD PLATFORM SOFTWARE LICENSE AGREEMENT

Effective July 11, 2019

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 200, Morrisville, North Carolina 27560 ("Syncfusion"). If you are acting as an individual, "You", "Your", or "Customer" will mean that you agree to be bound by these terms; otherwise, "You", "Your", or "Customer" means the business or other entity for which you are obtaining the Licensed Product and the organization or entity that will be granted the rights and abide by the restrictions of the Agreement.

This Agreement is specific to the Syncfusion Dashboard Platform license.

Syncfusion licenses its products on a per-copy named user license basis (referred to below as Author Licenses) and on a project license, division license, and global license basis. Your right to use any given copy of a Syncfusion Licensed Product is generally set forth in this Agreement. In the event that your copy of this software product is licensed under a project license, division license, or global license, additional terms and conditions shall also apply and will be set forth in a separate written and signed agreement.

Carefully read all the terms and conditions of this Agreement prior to downloading and/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.

BY CLICKING THE "YES" BUTTON, 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, CLICK THE "NO" BUTTON AND DO NOT DOWNLOAD, ACCESS, INSTALL, OR OTHERWISE USE THE LICENSED PRODUCT.

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

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.   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. By clicking the "YES" button below, Customer acknowledges that it has reviewed the terms and conditions of this Agreement and all terms incorporated by reference, and agrees to be legally bound thereby.

2.   Definitions:
2.1   **Author** means any individual within an organization who (1) has access to the Dashboard Designer or (2) can generate, design, customize, or distribute dashboards.
2.2   **Author License** means a single copy of an individual named user license that can be assigned to an Author within Customer's organization.
2.3   **CAL or Client Access License** means a single copy of an individual named user license that can be assigned to one individual named user within Customer's organization and may only be used to view or edit dashboards without access to the Dashboard Designer.
2.4   **Computer System** means the computer hardware equipment on which Customer has elected to install, access, or execute a given copy of Licensed Program(s).
2.5   **Documentation** means the softcopy documentation provided by Syncfusion with the Licensed Program(s), such as softcopy user manuals and online help.
2.6   **Licensed Product** means, collectively, the Licensed Program(s) and Documentation.

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2.7   **Licensed Program(s)** means the Syncfusion Dashboard Platform software program, as well as any updates or new versions of the same that may be delivered or made available by Syncfusion to Customer during the term of this license. Licensed Programs under this Agreement are limited to Syncfusion Dashboard Platform and do not include Syncfusion Dashboard SDK.

2.8   **Syncfusion Dashboard SDK (Dashboard SDK)** means the source code version or executable version of certain building blocks that can be used to produce software similar to the Syncfusion Dashboard Platform software program.

2.9   **Qualifying Product** means Syncfusion Essential Studio (binary or source edition) with an active subscription in place. For clarity, platform-specific products such as the WPF Edition are not considered Qualifying Products. Community Licenses shall be considered a Qualifying Product.

2.10   **Qualified Customer** means a Customer that (i) is a licensee of a Qualifying Product, (ii) is maintaining an active subscription for a Qualifying Product, and (iii) is in good standing with regard to the payment of any and all fees that are due Syncfusion. Syncfusion will have full discretion of who is or who is not a Qualified Customer. In the event Syncfusion receives any information which, at Syncfusion's discretion, would determine the Customer is not a Qualified Customer, the status will change immediately from Qualified Customer to non-qualified customer.

2.11   **Server License** means a single license for the server owned by the Customer that (1) has access to the Licensed Product with Author or CAL licenses and (2) is owned, hosted, and run by the Customer. Each server that has the Licensed Product on it must have a Server License.

2.12   **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.

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 they are not paid within thirty (30) days of the due date, they will be subject to interest at the rate of eighteen percent (18%) annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment was due until payment is made. In addition, Customer agrees to pay Syncfusion's cost of collecting any past-due amounts under this Agreement, including but not limited to reasonable attorneys' fees.

4.   License Grant:

4.1   Subject to the terms and conditions of this Agreement, Syncfusion hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, named-user Server License to the Licensed Product for use on a specific Platform solely for the benefit of Customer. All use of the Licensed Program(s) by Customer shall be made solely in accordance with the Documentation. Customer must ensure each Author has an Author License.

4.2   The term of each Software license (**"Subscription License Term"**) is 12 months from the Effective Date of the Agreement. Unless otherwise specified in the Agreement, all subscriptions will renew automatically for periods equal to your initial Subscription Term unless you cancel your account by contacting sales@syncfusion.com. If you cancel, your subscription will terminate at the end of then-current billing cycle, but you will not be entitled to any credits or refunds for amounts accrued or paid prior to such termination.

4.3   Subject to the limitations of this agreement, each Author License may grant the individual named user the ability to make unlimited dashboards. Unless specified otherwise in this Agreement, anything created with a valid Author License may be distributed to an unlimited number of CALs on the Server for the term of the Agreement.

4.4   The Server License, Author License, and CAL License granted hereunder are purely subscription licenses in nature, which means, among other things, that the subscription must be renewed each year in order to continue using or possessing the Licensed Product or any dashboard made with the Licensed Product, and that there are no perpetual rights of any kind granted under this Agreement. In the event your subscription expires, then the subscription will terminate, and you must cease using and possessing the Licensed Product and uninstall all instances of the Licensed Product. This includes removal or uninstallation on all computers, servers, and third-parties who have received the product.

4.5   In order for named users to (1) have access to the Dashboard Designer or (2) generate, design, customize, and distribute dashboards, you must have a Server License for the server being accessed and each such user must have an Author License. Author Licenses are tied to named users within a Customer's organization.

4.6   In order to view or edit a dashboard made by an Author, each individual must have a Server License for the server being accessed and a CAL license. Any individuals viewing or authoring a dashboard must have a CAL license. This includes any individual who is accessing or viewing the Licensed Product. However, upon termination of the subscription licenses all CAL Licensees must remove the Licensed Product. Additionally, all servers must remover the Licensed Product. CAL Licenses may be used inside or outside Customer's organization.

4.7   Electronic Delivery. All Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable ordering document. Software shall be deemed delivered when it is made available for download ("Delivery").

Syncfusion, Inc., 2501 Aerial Center Parkway, Suite 200, Morrisville, North Carolina 27560

4.8   All Author Licenses are subject to the following limitations:

(a) The Licensed Product shall be used only by Customer for Customer's sole and exclusive benefit and shall not be used to provide time-sharing or other similar services.

(b) Customer shall not transfer, distribute, or sublicense the Licensed Product to any third parties. Customer's license shall automatically terminate in the event of such a transfer, distribution, or sublicense.

(c) Customer shall not lease or lend the Licensed Program(s) or otherwise allow use of the Licensed Program(s) by or on behalf of any third party, nor describe the results of any benchmarking of the Licensed Program(s), whether or not obtained with Syncfusion's assistance, to any third party.

(d) Customer acknowledges and agrees that there are additional limitations on making copies of the Licensed Product.

    4.8.d.1 Customer must ensure that each individual who receives a Dashboard designed by an Author has an assigned CAL copy of the Licensed Product.

    4.8.d.2 Customer must ensure every server that has a copy of the Licensed Product has a Server License.

    4.8.d.3 Syncfusion will, in its sole discretion, make the final determination as to the number of copies of the Licensed Product that Customer must obtain in order to provide adequate copies for Customer's personnel and authorized subcontractors.

    4.8.d.4 Customer will not redistribute, or provide access to in any way, the Licensed Product to any individual who does not possess an Author License.

    4.8.d.5 Customer acknowledges and agrees that Customer shall not remove any product identification mark, proprietary mark, copyright trademark, service mark, or other notices contained in the Licensed Product.

    4.8.d.6 Customer acknowledges and agrees that a breach of Section 4.8(d) is a material breach of the Agreement that will result in termination of the Agreement and all Customer licensed rights.

    4.8.d.7 This Agreement is a subscription license in nature, and failure to renew the subscription prior to expiration will be a material breach of this Agreement that will result in the termination of this Agreement and all Customer licensed rights.

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

4.9 The Dashboard SDK is not licensed under this agreement. Please contact Syncfusion for licensing terms for this product.

4.10 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.

4.11 Customer acknowledges and agrees that Customer may need to install CEF Sharp or Phantom JS. These are separate installs, not licensed by this agreement and Syncfusion holds no liability in any form. You should check the terms of CEF Sharp and Phantom JS prior to choosing to install.

4.12 Customer acknowledges and agrees that the Licensed Product 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 listed in Appendix A. This list can be changed or updated without notice. Syncfusion provides this internet link 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.

4.13 Syncfusion reserves all rights to the Licensed Product not specifically granted herein.

5.   Community License: If Customer has obtained access to the Licensed Product or is a Qualified Customer by nature of being a Community License holder, Customer acknowledges and agrees to be bound by all terms of the Community License and all terms of this Agreement. Additionally, each Community License includes five (5) Author licenses and 15 CALs per organization. In the event an organization needs more licenses, then an organization must purchase more Author Licenses. The Licensed Product licensed under the Community License is provided "as is", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event shall Syncfusion be liable for any claim, damages, or other liability, whether in an action of contract, tort, or otherwise, arising from, out of, or in connection with the Licensed Product or the use or other dealings in the Licensed Product when licensed under a Community License. Customer acknowledges and agrees that if Customer becomes ineligible to continue as a licensee under a Community License, Customer shall immediately notify Syncfusion of such occurrence and upgrade to a commercial license.

6.   Title: No title to or ownership in the Licensed Product is transferred to Customer. Title to and all applicable rights in patents, copyrights, trademarks, and trade secrets in the Licensed Product shall remain in Syncfusion or third parties from whom Syncfusion has obtained rights to license the Licensed Product. The Licensed Product provided hereunder, including the ideas, concepts, know-how, and technology contained therein, is proprietary and confidential to Syncfusion and its Vendors and contains trade secrets of Syncfusion and its Vendors. 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.

7.   Term and Termination:

7.1   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. Evaluation use shall under no circumstance exceed thirty (30) days for any Customer.

7.2   The license will continue until either (i) the subscription expires, (ii) the subscription license terminates, or (iii) Customer is no longer a Qualified Customer.

7.3   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. In the event that Customer's failure to comply with the license terms and conditions is not payment-related or a material breach of the Agreement, 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. Specific termination timelines are as follows:

(a)   In the event Customer fails to renew the subscription, then all licensed rights granted under this Agreement will immediately terminate and Syncfusion shall not be required to give any written notice of such termination.

(b)   In the event that Customer has failed to pay any required fee(s), whether an initial license fee or fee for additional licenses 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.

(c)   Once any licenses are revoked for failure to pay license fees, all use of the Licensed Product, including other products or products licensed from Syncfusion 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.

7.4   Customer agrees, upon expiration of the license term or upon termination, for any reason, Customer shall immediately return or destroy the Licensed Program(s), all Dashboards made with the Licensed Products, to include from all CAL users, and copies thereof as directed by Syncfusion and, if requested by Syncfusion, to certify in writing as to the destruction or return of the Licensed Product and all copies thereof. Upon termination, Customer will have no rights to possess or distribute the Licensed Product. Additionally, Customer acknowledges and agrees that Customer will remove all servers that contain the Licensed Products from all locations.

7.5   Sections 6, 7, 8, 9, 10, 13, and 18 of this Agreement shall survive the expiration or termination of Customer's license and this Agreement.

8.   Warranty:

8.1   The Licensed Products provided to Customer hereunder are provided to You "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 the Licensed Products, 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 the Licensed Products.

8.2   THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, AND WHICH WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9.   Patent and Copyright Indemnification:
Syncfusion provides the Licensed Products 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 Licensed Products.

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

10.1   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.

10.2   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 10.

10.3   Without limitation of Section 10.1 or 10.2 above, Customer acknowledges and agrees 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.

11.   Maintenance and Support:

11.1   Maintenance and Support services are provided in accordance with the terms of Syncfusion's then-current support and maintenance policies. A current version of those policies is available from Syncfusion upon request.

11.2   Syncfusion requires that each copy of the Licensed Program be assigned to an individual Author for the purpose of efficiently providing Maintenance and Support services. Accordingly, Customer will be required to provide information to Syncfusion that it reasonably requests to identify each individual Author in order for Syncfusion to provide such Maintenance and Support services under a Maintenance and Support services subscription.

11.3   Syncfusion reserves the right, in its sole discretion, to limit or suspend the provision of services under a Maintenance and Support services subscription in the event that Syncfusion determines that Customer is abusing its Maintenance and Support services subscription. 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 a number of subscriptions that is fewer than the number in use by Customer's personnel.

12.   Proprietary Rights:

12.1   Customer acknowledges and agrees Customer will not provide any information that could be considered personal identifiable information by any law in any jurisdiction. Providing such information is a material breach of this Agreement that will result in immediate termination of the Agreement. Customer agrees to indemnify Syncfusion for any damages, in any form, resulting from the transmission of any personal identifiable information.

12.2   Information and data supplied by either party to the other party may include confidential or proprietary information. Confidential or proprietary information ("Confidential Information") means any information or data (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.

(a)   Confidential Information of Syncfusion includes, but is not limited to, the terms of this Agreement, the Licensed Product, 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.

(b)   Confidential Information of Customer includes, but is not limited to, Customer data and Customer's financial and business information.

(c)   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.

12.3   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, such party shall inform the other party via telephone, email, or facsimile prior to any such required disclosure.

13.   Export:
Customer acknowledges that the Licensed Product may be subject to export controls. Customer agrees that any Licensed Product and Licensed Assemblies licensed hereunder will not be accessed or exported (or re-exported from the country where it was first installed), directly or indirectly, separately or as part of a system, 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

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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 13. You may not access, download, use, or export the Licensed Product in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws, restrictions, and regulations of any United States or applicable agency or authority, and to not directly or indirectly provide or otherwise make available any Licensed Product in violation of any such restrictions, laws, or regulations, including, without limitation, laws, restrictions, or regulations pertaining to the development, design, manufacture, or production of nuclear, chemical, or biological weapons or missile technology. Neither the Licensed Product Syncfusion provides nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, into any country subject to U.S. trade sanctions, (Supplement Number 1 to Part 740, Export Administration Regulations, Country Group E:1), to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions. By agreeing to these Terms of Use, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

14.   Government Contracting: If the Licensed Product is used in connection with providing goods and/or services to the United States government or other government 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 products that include Licensed Assemblies.

15.   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.

16.   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. Either party, upon written notice to the other, may change any name or address to which future notices shall be sent. All Syncfusion notices can be delivered to Attn: General Counsel, 2501 Aerial Center Parkway, Suite 200, Morrisville, North Carolina 27560.

17.   Audit:
17.1   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, in its discretion, a duly authorized independent certified public accounting firm of its choosing) 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 material 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 from all of its computer servers or destroyed. 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 an amount equal to three percent (3%) or more of the payments actually made with respect to payments due hereunder, Customer shall reimburse Syncfusion for the cost of such audit.
17.2   Under-licensing / Verification of end-users: As set forth in Section 4 above, each individual end-user must have an assigned copy of the Licensed Product. Syncfusion reserves the sole right to make a determination as to how many end-users it believes that Customer allows to access the Licensed Product if Syncfusion believes that Customer is under-licensed, and to require that Customer obtain additional copies of the Licensed Product if in Syncfusion's opinion Customer is under-licensed. For the avoidance of doubt, Syncfusion will make this determination based on its proprietary methods and not based on Customer's representations regarding how many users Customer believes need to have access to the Licensed Product. In addition, the cost of a Maintenance and Support Services subscription is dependent upon the number of end-users at the time such Maintenance and Support Services subscription is renewed. Therefore, Customer acknowledges and agrees that it must cooperate with Syncfusion in providing whatever information Syncfusion reasonably requires in order to determine the size of Customer's development teams without necessitating that Syncfusion make an on-site audit as allowed under Section 17.1 above.

Failure to provide such cooperation is a material breach under this Agreement that is not subject to cure, and Syncfusion reserves the right to terminate all rights licensed under this Agreement for such breach.

18. **General:**

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

18.2   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 and 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.

18.3   **Account Registration.** You may need to register for a Syncfusion account in order to place orders or access or receive any Licensed Products. Any registration information that you provide to us must be accurate, current, and complete. You must also update your information so that we may send notices, statements, and other information to you by email or through your account. You are responsible for all actions taken through your accounts.

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

18.5   If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

18.6   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, to include but not limited to CAN-SPAM. Customer may opt of marketing emails by contacting sales@syncfusion.com.

18.7   Syncfusion shall have the right, but no obligation, to use Customer's name and Customer's commonly-known logo in a list of some or all of Syncfusion's other licensees. Such list 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 and/or logo from any such list upon sixty (60) days' written notice from Customer.

18.8   The obligations of Customer under Sections 6, 8, 9, 12, and 13 hereof are of a special and unique character which gives them a particular value to Syncfusion and its third-party vendors for which neither Syncfusion nor its third-party vendors can be reasonably or adequately compensated in damages in the event Customer breaches such obligations. Therefore, Syncfusion and its third-party 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.

18.9   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 the Agreement shall be in a federal or state court in Wake County, North Carolina.

18.10   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.

18.11   This Agreement shall be binding on You by Your clicking on the "YES" button. 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.

The terms and conditions of this Agreement apply to any and all Vendor software included with or imbedded in the Licensed Program(s).
IF YOU DO NOT AGREE WITH THE ABOVE TERMS AND CONDITIONS, DO NOT DOWNLOAD OR INSTALL 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.

SYNCFUSION DASHBOARD PLATFORM SOFTWARE LICENSE AGREEMENT

Appendix A

Customer acknowledges and agrees that the Licensed Program contains certain features that may contain third party software. A list of all third party software is provided below. Syncfusion provides the 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 the 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 Programs contain certain features that (i) are licensed from third parties and are subject to additional terms or third party licenses 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 Programs are released by Syncfusion. Customer is required to obtain all third party licenses.

All internet links are provided by Syncfusion for Customer's convenience only, and Syncfusion makes no representation or warranty of any kind with regard thereto.

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.

Software	Applicable website	Applicable terms
Mapping data	http://www.naturalearthdata.com/downloads/	http://www.naturalearthdata.com/about/terms-of-use/
Web utility	https://github.com/marklagendijk/jQuery.tabbable	https://github.com/marklagendijk/jquery.tabbable/blob/master/LICENSE
Embedded HTML display engine	https://github.com/cefsharp/CefSharp/tree/cefsharp	https://github.com/cefsharp/CefSharp/blob/cefsharp/37/LICENSE
Image export software	https://github.com/ariya/phantomjs	https://github.com/ariya/phantomjs/blob/master/third-party.txt
Json.NET	https://github.com/JamesNK/Newtonsoft.Json	https://github.com/JamesNK/Newtonsoft.Json/blob/master/LICENSE.md
CSV reader	https://github.com/kentcb/KBCsv	https://github.com/kentcb/KBCsv/blob/master/LICENSE
Apache log4net	http://logging.apache.org/log4net/	https://logging.apache.org/log4net/license.html
Bootstrap-select Plugin	http://silviomoreto.github.io/bootstrap-select	https://github.com/silviomoreto/bootstrap-select/blob/master/LICENSE
JCrop plugin	http://deepliquid.com/content/Jcrop.html	http://deepliquid.com/content/Jcrop_License.html
jQuery Validation Plugin	https://jqueryvalidation.org/	https://github.com/jquery-validation/jquery-validation/blob/master/LICENSE.md
LINQ for JavaScript	https://linqjs.codeplex.com	https://linqjs.codeplex.com/license

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Microsoft Azure Storage SDK for .NET	https://docs.microsoft.com/en-us/azure/storage	https://github.com/Azure/azure-storage-net/blob/master/LICENSE.txt
i18n	https://github.com/turquoiseowl/i18n	https://github.com/turquoiseowl/i18n/blob/master/LICENSE.md
Roboto Font	https://github.com/google/roboto/	https://github.com/google/roboto/blob/master/LICENSE
SimpleMDE – Markdown Editor	https://simplemde.com/	https://github.com/sparksuite/simplemde-markdown-editor/blob/master/LICENSE
markdownsharp	https://code.google.com/archive/p/markdownsharp/	http://www.opensource.org/licenses/mit-license.php
IWC-SignalR	https://github.com/slimjack/IWC-SignalR	https://github.com/slimjack/IWC-SignalR/blob/master/LICENSE
jQuery Easing Plugin	https://github.com/gdsmith/jquery.easing	https://github.com/gdsmith/jquery.easing/blob/master/LICENSE
Avalon Editor	https://github.com/icsharpcode/AvalonEdit	https://github.com/icsharpcode/AvalonEdit/blob/master/Documentation/License.html
Prism	https://github.com/PrismLibrary/Prism	https://github.com/PrismLibrary/Prism/blob/master/LICENSE
Bootstrap CSS Framework & jQuery Plugins	http://getbootstrap.com/	https://github.com/twbs/bootstrap/blob/master/LICENSE
Npgsql 3.1.8	https://www.nuget.org/packages/Npgsql/3.1.8	http://www.npgsql.org/#license
Npgsql 3.2.7	https://www.nuget.org/packages/Npgsql/3.2.7	https://raw.githubusercontent.com/npgsql/npgsql/master/LICENSE.txt
Npgsql 3.0.5	https://www.nuget.org/packages/Npgsql/3.0.5	https://github.com/npgsql/npgsql/blob/dev/LICENSE.txt
JQuery UI	https://jqueryui.com/	https://github.com/jquery/jquery-ui/blob/master/LICENSE.txt
Visual C++ Runtime	https://www.microsoft.com/en-in/download/details.aspx?id=30679	https://www.visualstudio.com/license-terms/mt639504/
ConnectivityPlugin	https://github.com/jamesmontemagno/ConnectivityPlugin	https://github.com/jamesmontemagno/ConnectivityPlugin/blob/master/LICENSE
ImageCirclePlugin	https://github.com/jamesmontemagno/ImageCirclePlugin	https://github.com/jamesmontemagno/ImageCirclePlugin/blob/master/LICENSE
Akavache	https://github.com/akavache/Akavache	https://github.com/akavache/Akavache/blob/develop/LICENSE

SharePlugin	https://github.com/jguertl/SharePlugin	https://github.com/jguertl/SharePlugin/blob/master/LICENSE.md
serilog-sinks-file	https://github.com/serilog/serilog-sinks-file	https://github.com/serilog/serilog-sinks-file/blob/dev/LICENSE
Messaging Plugin	https://github.com/cjlotz/Xamarin.Plugins	https://github.com/cjlotz/Xamarin.Plugins/blob/master/LICENSE.md
RazorEngine	http://antaris.github.io/RazorEngine/	https://github.com/Antaris/RazorEngine/blob/master/LICENSE.md
BTProgressHUD	https://github.com/nicwise/BTProgressHUD/	https://components.xamarin.com/license/btprogresshud
JsRender	http://www.jsviews.com/	https://github.com/BorisMoore/jsrender/blob/master/MIT-LICENSE.txt
CryptoJS	https://github.com/sytelus/CryptoJS	https://github.com/sytelus/CryptoJS/blob/master/copyright.txt
Npm module for Unicode CLDR JSON data	https://github.com/rxaviers/cldr-data-npm	https://github.com/rxaviers/cldr-data-npm/blob/master/LICENSE
ADOMD Provider for Analysis Services	https://docs.microsoft.com/en-us/azure/analysis-services/analysis-services-data-providers	http://download.microsoft.com/download/E/C/8/EC87239D-30D1-4063-918D-CB0FE586643F/ADOMD_Eula.zip
CodeMirror	https://github.com/codemirror/CodeMirror	https://github.com/codemirror/CodeMirror/blob/master/LICENSE
WebGrease	https://www.nuget.org/packages/WebGrease/	http://www.microsoft.com/web/webpi/eula/aspnetcomponent_rtw_ENU.htm
AES-JS	https://www.npmjs.com/package/aes-js	https://www.npmjs.com/package/aes-js
Odata.net libraries	https://github.com/OData/odata.net	https://github.com/OData/odata.net
Active Directory Authentication Library	https://docs.microsoft.com/en-us/azure/active-directory/develop/active-directory-authentication-libraries	https://docs.microsoft.com/en-us/azure/active-directory/develop/active-directory-authentication-libraries
Globalize	https://www.npmjs.com/package/globalize	https://www.npmjs.com/package/globalize
dotless	https://www.nuget.org/packages/dotless/	https://github.com/dotless/dotless/blob/master/license.txt
Microsoft.aspnet.signalr	https://www.nuget.org/packages/Microsoft.AspNet.SignalR/	https://www.microsoft.com/web/webpi/eula/net_library_eula_ENU.htm
Webmarkeupmin.aspnet4.mvc	https://github.com/Taritsyn/WebMarkupMin/wiki/WebMarkupMin:-ASP.NET-4.X-MVC	https://github.com/Taritsyn/WebMarkupMin/wiki/WebMarkupMin:-ASP.NET-4.X-MVC
Xam.Plugin.connectivity	https://www.nuget.org/packages/Xam.Plugin.Connectivity/	https://github.com/jamesmontemagno/ConnectivityPlugin/blob/master/LICENSE
System.Data.SQLite.Core	https://www.nuget.org/packages/System.Data.SQLite.Core/	https://www.sqlite.org/copyright.html

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Async MySQL ADO.NET Connector v0.45.1	https://www.nuget.org/packages/MySqlConnector/0.45.1	https://github.com/mysql-net/MySqlConnector/blob/master/LICENSE

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