

## ESSENTIAL STUDIO SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the “**Agreement**”) is a legal agreement between you (“You”, “Your”, or “Customer”) and Syncfusion, Inc., a Delaware corporation with its principal place of business located at 2501 Aerial Center Parkway, Suite 200, Morrisville, NC 27560 (“**Syncfusion**”).

This license is for Essential Studio Enterprise Edition, Essential Studio WPF Edition, Essential Studio PDF Edition, Essential Studio Xamarin Edition, and Essential Studio Win Forms Edition.

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

Carefully read all of the terms and conditions of this Agreement prior to downloading or installing or using the Licensed Product (as that term is defined below). This Agreement between you and Syncfusion sets forth the terms and conditions of your use of the Licensed Product. For the purposes of this Agreement, the effective date of this Agreement shall be the date upon which you click the “YES” button below.

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

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

1. This Agreement, along with Syncfusion’s privacy policy and cookie policy (incorporated by reference), contains the entire understanding of Syncfusion and Customer and supersedes all prior written or oral communications between the parties with respect to the subject matter hereof. Entering into this Agreement does not operate as an acceptance of any terms and conditions that conflict with the terms hereof, and the terms of this Agreement shall prevail over any purported conflicting provisions that might appear in any Customer purchase order or any other instruments. By clicking the “**YES**” button below, Customer acknowledges and hereby agrees that it has reviewed the terms and conditions of this Agreement and agrees to be legally bound thereby. This Agreement also includes the attached Schedule A (Deployment Licenses), Schedule B (Licensed Programs), Schedule C (Licensed Assemblies), and Schedule D (Third Party Licenses and Attributions), each of which is hereby incorporated herein by this reference. In the event Customer believes PO terms apply, then the only remedy is a pro-rated refund.

### 2. Definitions:

- 2.1 **Community License** means a limited license that may be granted to an individual End-User (defined below), entity, or organization, and that is subject to the significant limitations on use set forth in Section 4.2(l).
- 2.2 **Computer System** means the computer hardware equipment on which Customer has elected to install and/or execute a given copy of Licensed Program(s).
- 2.3 **Documentation** means the softcopy documentation provided by Syncfusion with the Licensed Program(s), such as softcopy user manuals and online help.
- 2.4 **End-User** means a named individual person that has been granted rights to use the Licensed Product under this Agreement.
- 2.5 **Licensed Assemblies** means the compiled binaries of the Syncfusion software. A complete list of the Licensed Assemblies is set forth on Schedule C.
- 2.6 **Licensed Product** means, collectively, the Licensed Program(s) and Documentation.
- 2.7 **Licensed Program(s)** means the source code version or executable version of the Syncfusion software, as well as the Licensed Assemblies, as appropriate, as well as any updates or new versions of the same that may be delivered by Syncfusion to Customer during the term of this license.

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2.8 **Platform** means a specific web application framework such as the ASP.NET platform, ASP.NET MVC platform, the JavaScript platform, the Silverlight platform, the Windows Forms platform, the Windows Phone platform, the Windows RT platform, the Universal Windows Platform (UWP), the Xamarin Platform, the Android Platform, the iOS platform, and the Windows Presentation Foundation (“WPF”) platform. Certain additional restrictions may apply to the Licensed Programs that are licensed to, and Maintenance and Support service subscriptions that are provided to, Customer based on the individual Licensed Program and the Platform.

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

### 4. License Grant:

4.1 Syncfusion hereby grants to Customer a limited, non-exclusive, non-transferable license to the Licensed Product, for use on a specific Platform, solely for the purpose of developing Customer products. For the avoidance of doubt, Customer agrees that the Licensed Product is licensed and not sold. All use of the Licensed Program(s) by Customer shall be made solely in accordance with the Documentation.

4.2 All licenses are subject to the following limitations:

- (a) The Licensed Product shall be used only by Customer for Customer’s sole and exclusive benefit, and shall not be used to provide time-sharing or other similar services.
- (b) Customer shall not transfer, distribute, or sublicense the Licensed Product to any third parties, and Customer’s license shall automatically terminate in the event of such a transfer or distribution.
- (c) 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 (including any Customer third-party contractor), nor describe the results of any benchmarking of the Licensed Program(s), whether or not obtained with Syncfusion’s assistance, to any third party. Customer cannot use a third-party contractor to use the licenses on behalf of the Customer. A breach of this section is a material breach of the agreement and will result in immediate termination of all Customer’s license rights.
- (d) Syncfusion strongly recommends that Customer should not combine the Licensed Program(s) with other software licensed by Customer from any third parties if such third party software is substantially similar to that of the Licensed Program(s). Such use of third party software may create technical difficulties, including without limitation interoperability difficulties; therefore, any such use of third party software is at Customer’s discretion and customer shall bear any and all liability that may arise from such use.
- (e) Customer may not use the Licensed Program(s) in such a way that results in Customer’s development of software products that are directly or indirectly competitive with the Licensed Product or any other Syncfusion products. In addition, Customer’s use of the Licensed Program(s) must be for the purpose of developing Customer products that include significant value-added features. The Licensed Program(s) may not be used to create frameworks/controls/wrappers or other such products that are intended to be programmatically reused by anyone. Customer acknowledges that any breach of this Section 4.2(e) or Section 4.2(i) will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder. Subject to the limitations of Section 4.2(f), Customer represents and warrants that (1) Customer’s limited right to re-distribute retail/release builds of Syncfusion libraries along with Customer’s product(s) is permitted only so long as the Syncfusion libraries are not directly accessible for use within Customer’s product(s) and/or outside of it, and that (2) such Customer product(s) are not deployed in a server environment (except as allowed under Section 4.2(h))

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of this Agreement) (3) and all other terms and conditions of this Agreement have been met. No other part of the Licensed Product or Licensed Program may be re-distributed by Customer.

- (f) Subject to Customer's compliance with all of the limitations of this Agreement, a Customer operating under a Retail License may re-distribute retail/release builds of Syncfusion libraries as incorporated in Customer's product(s) only so long as all modified binaries that are incorporated in such Customer products that were created while Customer is under a valid Maintenance and Support services subscription. Customer acknowledges and agrees that any re-distribution of any such modified binaries created when Customer is not under a valid Maintenance and Support services subscription will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder. Customers with Retail Licenses may re-distribute Licensed Assemblies in a Customer's product if all of the terms of this Agreement are followed and so long as (i) Customer ensures that such Licensed Assemblies include license checks that prevent the use of the Licensed Assemblies for development purposes when such Licensed Assemblies are redistributed as part of Customer's products, and (ii) Customer represents and warrants to Syncfusion that Customer's products do not infringe upon any proprietary rights of any third parties, including without limitation patent rights. Customer's re-distribution of Syncfusion libraries as part of Customer products is without royalty to Syncfusion.
- (g) Customer's right to deploy, evaluate, and use the Licensed Programs may be further limited based on the Platform for which a given Licensed Program is licensed. In the event that such use is to be limited to a specific Platform, the allowed Platform(s) will be set forth in the invoice provided to you by Syncfusion.
- 4.2.g.1 A license for Essential® Studio Enterprise Edition (which includes User Interface Edition and Business Intelligence Edition) includes the right to use all of the Licensed Programs on the Platform designated in the Syncfusion invoice.
  - 4.2.g.2 A license for Essential® Studio User Interface Edition or Business Intelligence Edition includes the right to use the specified edition on the Platform designated in the Syncfusion invoice.
  - 4.2.g.3 A license for any given Essential® product, such as Essential® Tools, includes the right to use that specific Licensed Program on the Platform designated in the Syncfusion invoice.
  - 4.2.g.4 Any use of a Licensed Program on a Platform not so designated is deemed a material breach of your obligations under this Agreement and may result in termination of your licensed rights and/or your Maintenance and Support subscription at Syncfusion's sole discretion.
- (h) Retail/release builds of the Licensed Products that are designed for operation under server environments may be installed in server environments such as Microsoft ASP.NET, ASP.NET MVC, and Silverlight, subject to the specific conditions of this Section 4.2(h) and this Agreement. For the avoidance of doubt, a "server" or "server environment" includes physical hardware servers located on Customer's premises or in a hosted environment or in a cloud environment, whether or not the physical server is a dedicated machine or a virtual server installation. **Schedule A** sets forth a complete list of the deployment licenses that are included at no additional cost with each Licensed Product. In the event that Customer chooses to install one or more of the Licensed Products on a server, Customer shall ensure that only Customer's products, and no third party software programs, are able to create and use the Syncfusion libraries contained therein. Customer warrants that such libraries shall not be used for any software development purposes whatsoever. Customer acknowledges and agrees that any breach of this Section 4.2(h) will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder.
- (i) Customer acknowledges and agrees that there are additional limitations on making copies of the Licensed Product.
- 4.2.i.1 Subject to the limitations of this Agreement, Customer may make multiple copies of the Licensed Product, so long as Customer includes all Syncfusion proprietary rights notices on such copies. However, such multiple copies are for the exclusive use of a single End-User and are only allowed for the convenience of such End-User to work on more than one computer system non-simultaneously. Customer acknowledges and agrees no copies of the Licensed Product are transferrable between End-Users.

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- 4.2.i.2 Subject to the limitations of this Agreement, Customer must ensure that each individual End-User has an assigned copy of the Licensed Product. Each user that is building Customer products that rely on or use the Licensed Product in any manner are required to have an assigned copy of the Licensed Product. Customer further agrees that it must ensure that it has an adequate number of licensed copies of each Licensed Program; specifically, Customer represents and warrants that it has obtained a copy of the Licensed Program for each individual that writes software applications that create code, use, work with, or test software applications that incorporate the Licensed Program(s), including without limitation testers that test software applications written with the Licensed Program with the aid of a scripting environment. Notwithstanding the foregoing, testers that test applications manually (without the aid of tools such as a scripting environment) are not required to have a copy of the Licensed Program. For the avoidance of doubt, such testers shall be exempt only if they have not performed any role during the development of any part of the application and are simply involved in final manual testing as an end. Syncfusion retains the right to request, and Customer is required to provide no later than thirty (30) days from the date of Syncfusion's initial request, reasonable assurances of Customer's compliance with the terms of this Section 4.2.i.2. Such assurances should include, but not be limited to, information that accurately supports the full scope of Customer's use of the Licensed Product, including (1) the name of Customer's products (software application(s) or software development(s)) that link to or are dependent upon the Licensed Product, (2) the location of the premises where such Customer products are developed, (3) the means by which Customer's software teams obtained and share copies of the Licensed Products, and (4) the size of the team (an actual physical count of all individual members of such team) working on each software application or development that incorporates or is linked to the Licensed Product. Syncfusion reserves the right to request additional information, and Customer shall provide such additional information, that Syncfusion believes at its discretion is necessary to make such reasonable assurances accurate and complete. For the avoidance of doubt, the information requested herein does not constitute an audit of Customer's environment or operations by Syncfusion. Moreover, all information disclosed to Syncfusion by Customer shall be governed by the confidentiality terms of this Agreement (**Section 11 Confidentiality and Proprietary Rights**), and no other agreement shall be required or applicable with respect to the protection of such Customer information.
- 4.2.i.3 In the event that Customer uses a dedicated build machine to build Customer's products, Customer does not need to have a separate copy of the Licensed Product assigned to the dedicated build machine, but rather may use a copy of the Licensed Product assigned to the primary user of the dedicated build machine. For the avoidance of doubt, Customer agrees that in order for a given computer to constitute a dedicated build machine, such computer must contain no software other than Customer's product and those portions of the Licensed Programs included with Customer's product, and such computer may not be used for developing software products that use the Licensed Product.
- 4.2.i.4 No internal transfer of any copies of the Licensed Program from one individual End-User to another is permitted except with the express written permission of Syncfusion, which may be withheld in Syncfusion's sole discretion. Permission for internal transfers will not be granted under any circumstances if Customer is not under a valid Maintenance and Support services subscription at the time of (and the period immediately after) the Customer request.
- 4.2.i.5 Syncfusion will, in its sole discretion, make the final determination as to the number of copies of the Licensed Product that Customer must license in order to provide adequate copies for Customer's personnel and authorized subcontractors. Syncfusion will make allowances for testers and will not count computers that constitute dedicated build machines.
- 4.2.i.6 Notwithstanding the limitations of Section 4.2.i.2 and the requirement of Section 4.2.i.4, Syncfusion may allow Customer to have all or some subset of Customer's properly licensed copies of the Licensed Product designated as "floating copies" that are not dedicated to any specific End-User; however, Customer must first agree to pay a premium license fee for the right to so designate such floating copies and sign a written agreement to that effect. Syncfusion reserves the right to grant this special right in its sole discretion.

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- 4.2.i.7 Customer acknowledges that any breach of this Section 4.2(i) shall constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder.
- (j) The Licensed Programs are available individually, each of which is set forth on **Schedule B** to this Agreement, and as part of a suite branded as an edition of Essential® Studio (currently available in Enterprise Edition, User Interface Edition, and Business Intelligence Edition). In the event that Customer's license hereunder is limited to one or more individual Licensed Programs, Customer may still elect to install one of the available editions of Essential® Studio as set forth in this Section 4.2(j). Customer acknowledges and agrees that Customer's installation of one of the available editions of Essential® Studio (rather than just the individually Licensed Programs) is deemed to be acceptance of the following additional limitations:
- 4.2.j.1 Customer may use the controls/frameworks included with those Licensed Programs for which it possesses a valid license for commercial development and redistribution purposes as set forth elsewhere in this Agreement; and
- 4.2.j.2 Customer may use the controls/frameworks included with all other Licensed Programs included in the edition of Essential® Studio that Customer installs, but only for internal evaluation purposes and for no other purpose; and
- 4.2.j.3 Customer's use of the controls/frameworks for which it does not possess a valid license, for other than for internal evaluation purposes, shall constitute a material breach of this Agreement; and
- 4.2.j.4 Maintenance and Support services are not provided for Licensed Programs for which Customer does not possess a valid, fully paid-up commercial development license.
- (k) Retail Licenses: Syncfusion generally makes the Licensed Programs available to its smaller customers on a per-copy basis for a single copy or a small number of copies, which are referred to as "**Retail Licenses**". Retail Licenses will only be made available to Customer in Syncfusion's sole discretion and only when the number of such End-Users is finite and readily ascertainable. Accordingly, Syncfusion will make a determination as to whether or not the provision of Retail Licenses is appropriate under the circumstances applicable to any given Customer, and reserves the right, in its sole discretion, to refuse to make available Retail Licenses to a Customer and instead require a given Customer to procure a site license, project license, division license, or global license as circumstances dictate.
- (l) Community Licenses are subject to the further restrictions set forth in this Section 4.2(l).
- 4.2.l.1 Community Licenses are not available to any government agency or any quasi-government agency regardless of the size of such agency or its budget.
- 4.2.l.2 Community Licenses may be used by individual End-Users for any legal purpose, including commercial use, subject to each limitation set forth in this Agreement. Individual End-Users may not use any Licensed Product licensed under the Community License on behalf of any entity or organization unless the entity or organization would itself qualify for Community Licenses under the financial test set forth below.
- 4.2.l.3 In order to qualify for a Community License, an entity or other organization must meet all of the following requirements:
- 4.2.l.3.1 An entity or organization must have gross annual revenues of less than one million United States dollars (USD \$1,000,000), or equivalent in foreign currency, during each year that Customer desires to remain a licensee under a Community License. Syncfusion reserves the sole right to make a final determination as to whether Customer shall initially qualify for, and subsequently maintain, the right to hold a Community License. For the purpose of determining and maintaining eligibility for a Community License, there shall be absolutely no exceptions made when determining gross annual revenues. If an entity or organization is controlled by another entity or organization, the controlling entity or organization must also meet the gross annual revenue requirement when aggregating all such entities owned or controlled by the parent entity or organization. Community Licenses can also be used by non-profit organizations with an annual total budget of less than one million United States dollars (USD \$1,000,000) or equivalent in foreign currency.

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- 4.2.1.3.2 An entity organization may not have more than five (5) total developer End Users. No entity or organization may hold more than five (5) Community Licenses at any given point in time. Holding more than five (5) Community Licenses at any point in time will automatically make the entity or organization ineligible for Community Licenses from that point forward, and the entity or organization shall remain ineligible even if the number of Community Licenses should subsequently fall back under this numerical limit.
- 4.2.1.4 Syncfusion reserves the right to request, and Customer shall promptly provide, all reasonable cooperation to verify Customer's eligibility for obtaining and/or maintaining Community Licenses, including access to validating documentation as needed.
- 4.2.1.5 Community Licenses are non-transferable under any and all circumstances.
- 4.2.1.6 Syncfusion does allow non-University level classrooms use Syncfusion's community license, for classroom educational instruction only, so long as they notify Syncfusion and do not use Syncfusion in any commercial applications.
- 4.2.1.7 Customer cannot use Community Licenses to provide services on behalf of another entity or organization unless the entity or organization to which the service is provided is also eligible for Community Licenses under the terms set forth herein.
- 4.2.1.8 Community Licenses do not require renewals as the license will continue to be valid perpetually so long as the Customer continues to be eligible to hold a Community License under the terms of this Section 4.2.1.
- 4.2.1.9 If Customer becomes ineligible as set forth herein to continue as a licensee under a Community License, Customer shall immediately notify Syncfusion of such occurrence and upgrade to a standard commercial license (whether a Retail License, site license, project license, division license, or global license as circumstances dictate). Failure to notify Syncfusion within sixty (60) days of eligibility constitutes a material breach of the Agreement.
- 4.2.1.10 Community Licenses never include access to source code editions of the Licensed Product. Customers that desire a source code edition of a Licensed Product must upgrade to a standard commercial license.
- 4.2.1.11 The Licensed Product licensed under the Community License is provided "as is", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event shall Syncfusion be liable for any claim, damages, or other liability, whether in an action of contract, tort, or otherwise, arising from, out of, or in connection with the Licensed Product or the use or other dealings in the Licensed Product when licensed under a Community License.
- 4.2.1.12 The version of the Licensed Product made available as a Community License may be referred to as the Essential® Studio Enterprise – Community Edition, or Syncfusion may simply indicate that the Licensed Product is provided under a Community License when licensed to You under the Community License terms of this Section 4.2.1.
- 4.2.1.13 Syncfusion reserves all rights and shall be solely able to determine the eligibility for any Customer to obtain and hold a Community License. In the event an individual or organization is found to be ineligible, such individuals or organizations shall immediately cease use of the Community License or upgrade to a commercial license.
- (m) Electronic Delivery. All Licensed Programs and Documentation shall be delivered by electronic means unless otherwise specified in a separate written agreement. A Licensed Program shall be deemed to have been delivered when it is made available to Customer for download.
- (n) Syncfusion reserves all rights to the Licensed Product not specifically granted herein.
- 4.3 Customer acknowledges and agrees that the Licensed Program contains certain features that allow Customer to develop Customer products that implement different versions of the Microsoft® Office User Interface and/or similar interfaces. Customer acknowledges and agrees that such features shall not be used by Customer under any circumstance unless Customer obtains a license for the relevant Microsoft® Office User Interface directly from Microsoft. Customer further acknowledges and agrees that the Licensed Product may contain optional components

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that are licensed under the MIT/BSD License or similar open source licenses. Accordingly, Customer explicitly acknowledges and hereby agrees that it is solely responsible for obtaining any necessary third party licenses and for operating in compliance with any such third party licenses if Customer chooses to use any such optional third party software components. Further information regarding such third party licenses is available in **Schedule D (Third Party Licenses and Attributions)**.

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

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

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

### **6. Term and Termination:**

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

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

- (a) In the event that Customer’s failure to comply is not payment-related, Syncfusion shall give written notice to Customer of such default, and if such default has not been remedied within thirty (30) days after such notice, the license granted hereunder shall terminate.
- (b) In the event that Customer has failed to pay any required fee(s), whether an initial license fee or fee for additional licenses, maintenance, subscriptions, or any other services, Syncfusion shall give written notice to Customer of

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such default, and if such default has not been remedied in full within five (5) days of such notice, all licenses granted hereunder are hereby automatically revoked without further notice. Once any licenses are revoked for failure to pay license fees, all redistribution of the Licensed Product, including under prior agreements, shall be strictly prohibited. Syncfusion shall not be required to give any written notice in the event that Customer's material breach of this Agreement results in the immediate termination of the license granted under this Agreement.

6.3 Customer agrees that it shall, upon (i) expiration of this Agreement or (ii) upon termination of the licenses granted hereunder by Syncfusion due to Customer's default or material breach of the terms of this Agreement or (iii) upon expiration or termination of any project, site, division, or global license, Customer shall immediately return or destroy the Licensed Program(s) and copies thereof as directed by Syncfusion and, if requested by Syncfusion, to certify in writing as to the destruction or return of the Licensed Product and all copies thereof.

6.4 Syncfusion agrees that any expiration of this Agreement shall not affect Customer's right to re-distribute Licensed Assemblies so long as: (i) such Licensed Assemblies were incorporated into Customer's products prior to the expiration or breach of the licenses granted hereunder, and (ii) so long as Customer's products were distributed for external use (i.e. by Customer to individuals outside of Customer's organization, subsidiaries, and affiliates) prior to any such expiration or termination of the Agreement, and (iii) so long as Customer was under a valid Maintenance and Support service subscription in compliance with the limitations of Section 4.2(f).

6.5 Customer acknowledges and agrees that in the event of the termination of this Agreement, Customer will no longer have the right to possess the Licensed Assemblies, and subsequently cannot distribute any software code or application that includes the Licensed Product. For the avoidance of doubt, it is understood and agreed that an improper re-distribution of the Licensed Assemblies or Licensed Products (as incorporated into a Customer product) shall not under any circumstance permit or excuse any subsequent re-distribution. An improper re-distribution includes, but is not limited to, a re-distribution that occurs after the expiration or termination of this Agreement, whether due to Customer's breach due to unlicensed or under-licensed use of the Licensed Product or failure to maintain a Maintenance and Support Services subscription, or otherwise. Additionally, Customer acknowledges and agrees that upon termination of this Agreement, Customer will remove all Licensed Products and Licensed Assemblies from any Customer product or other software that is used internally within Customer's organization (including that of its subsidiaries and affiliates).

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

6.7 Sections 5, 7.2, 9, 11, 16, and 17 of this Agreement shall survive the expiration or termination of Customer's license and this Agreement.

### **7. Warranty:**

7.1 Upon installation on the Computer System, the Licensed Program(s) will perform in all material respects in accordance with the specifications in the Documentation for a period of sixty (60) days. Customer's sole remedy for any defect in the Licensed Program(s), the specific details of which having been communicated to Syncfusion within the foregoing warranty period, shall be to terminate this Agreement in the event that Syncfusion fails to cure such defect within forty-five (45) days after Syncfusion has received written notice from Customer. However, such written notice must specify the nature of such defect in detail sufficient for Syncfusion to address and remedy the claimed defect. Any modification or attempted modification of the Licensed Product by Customer or any failure by Customer to implement any improvements or updates to the Licensed Product as supplied by Syncfusion shall void this

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warranty. Syncfusion shall not be responsible for any defect in, or any defect caused by, any additions or modifications to the Licensed Product by Customer.

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

**8. Patent and Copyright Indemnification:** Subject to the limitation of liability set forth in Section 9 below, Syncfusion shall defend any action, suit, or proceeding brought against Customer insofar as it is based on a claim that the Licensed Product delivered hereunder infringes any United States copyright. However, and subject to the limitation of liability set forth in Section 9 below, Syncfusion's indemnity hereunder does not extend to any claims of infringement or misappropriation of any patent, trade secret, trademark, or other intellectual property rights, unless otherwise set forth in an addendum to this Agreement and such addendum is signed by both parties. Customer acknowledges and agrees that the only entity that can be liable for indemnification under this Agreement is Syncfusion. Indemnification hereunder shall be contingent upon Customer providing prompt notice of such claim in writing, and upon Customer granting Syncfusion full authority, information, and assistance (at Syncfusion's expense, up to the limitation of liability) for the defense of such claim. Subject to the limitation of liability, Syncfusion shall pay all damages and costs finally awarded therein against Customer, subject to the limitation of liability of Section 9.2, following the final resolution of any such claims before a court of competent jurisdiction, but shall not be responsible for any compromise made without its consent. Syncfusion may, at its option and expense, (a) replace or modify the Licensed Product so that infringement will not exist or (b) refund to Customer prepaid License Fees on a pro-rata basis. Notwithstanding the foregoing, Syncfusion's indemnification hereunder shall not extend to any infringement or claim thereof which is based upon (i) the combination of the Licensed Product delivered hereunder with any software or device not supplied by Syncfusion; (ii) any specifications provided to Syncfusion by Customer; or (iii) modifications to the Licensed Product not performed by Syncfusion.

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

9.1 The Licensed Program(s) are tools that are not intended to replace the professional skills and judgment of Customer and its employees, agents and consultants. Customer alone shall be responsible for the accuracy and adequacy of information and data furnished for processing and any use made by Customer of the output of the Licensed Program or any reliance thereon by Customer or users of Customer products. Customer shall also be responsible for the continued operation and maintenance of the computer equipment and the third-party software used with the Licensed Program. For these reasons, Customer agrees to be solely responsible for the design, repair, and configuration of Customer's equipment, machinery, systems, and/or products. Customer assumes all risks and liability for results obtained by the use of and/or implementation of the designs developed by Customer that are in any way influenced by the use of the Licensed Program(s) or the provision of services, whether such designs are used singly or in combination with other designs or products. Customer shall protect, indemnify, hold harmless, and defend Syncfusion of and from any loss, cost, damage, or expense, including attorneys' fees, arising from any claim asserted against Syncfusion that is in any way associated with the matters set forth in this Section 9.1.

9.2 Without limitation of Section 9.1 above, the liability of Syncfusion for any claim relating to the subject matter of this Agreement, regardless of the form of action, whether in contract or tort, including claims of negligence or claims of intellectual property infringement against Syncfusion, shall be limited to the total of all amounts Customer has paid to Syncfusion for the Licensed Program(s) or services that are finally determined by a court of competent jurisdiction to have caused damages or that are related to the cause of action. The limitation of liability hereunder shall be further limited to the amounts received by Syncfusion from Customer in the twelve (12) month period preceding the date that Customer provides Syncfusion with written notice of such claim. In no event shall Syncfusion be liable for any incidental, indirect, exemplary, special, or consequential damages including, without limitation, loss of use, loss of profits, or other consequential damages, even if Syncfusion has been advised of the possibility of such damages. No action, regardless of form, relating to the transactions under this Agreement may be brought by Customer more than one (1) year after the event giving rise to the cause of action has occurred. For the avoidance of doubt, Syncfusion assumes no liability whatsoever under any circumstances that may arise from a claim of patent infringement against Customer or a licensee of Customer's products.

## ESSENTIAL STUDIO SOFTWARE LICENSE AGREEMENT

9.3 Customer acknowledges and agrees that Syncfusion disclaims and therefore accepts no liability, in any form, for any claim relating to any open source software. Further, Customer acknowledges and agrees that Syncfusion shall have no liability, in any form, for any data loss caused by Customer's use of any open source software in any manner or form.

### **10. Maintenance and Support:**

10.1 Maintenance and Support services are included under all project licenses, division licenses, and global licenses. For all Retail Licenses and other non-subscription licenses, Maintenance and Support services subscriptions are available from Syncfusion for an additional charge. Maintenance and Support services subscriptions are provided in accordance with the terms of Syncfusion's then-current support and maintenance policies. A current version of those policies is available from Syncfusion upon request. In the event that Customer declines to purchase and initiate Maintenance and Support services subscriptions at the time of installation of the Licensed Program, or in the event that Customer allows Maintenance and Support service coverage to lapse for any period of time, Customer agrees that (i) Maintenance and Support service fees will be due, upon the resumption of Maintenance and Support services, for any period during which Customer previously declined to purchase Maintenance and Support services; and (ii) Customer must pay an upgrade fee to update the Licensed Program(s) to the then-latest version. Failure to maintain a Maintenance and Support services subscription will limit Customer's right to use the Licensed Programs to create and re-distribute modified binaries for Customer's product(s) as set forth in Section 4.2(f).

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

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

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

10.5 Maintenance and Support services are provided to Customer only, and a Maintenance and Support services subscription is valid only between Customer and Syncfusion. Accordingly, all help tickets, or route maintenance and support requests, must be submitted by Customer and may not be submitted by any third party on behalf of Customer. This prohibition against the use of third parties includes, but is not limited to, (i) Customer's use of a third party to submit help tickets on Customer's behalf, (ii) Customer submitting a help ticket on behalf of a third party, (iii) Customer using a third party to submit a request for support. Further, Customer cannot use any third party to provide maintenance, support, or updates to the Licensed Product or any Customer product or other software application that incorporates the Licensed Product; all Maintenance and Support services must be obtained directly from, and only

## ESSENTIAL STUDIO SOFTWARE LICENSE AGREEMENT

from, Syncfusion. Customer acknowledges that any breach of this Section 10.5 will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder.

### 11. Confidentiality and Proprietary Rights:

11.1 Syncfusion's privacy policy and Syncfusion's cookie policy are incorporated, by reference, into this agreement.

11.2 Under no circumstances will Syncfusion request, nor does Syncfusion knowingly accept, any information that can or could be considered to constitute personally identifiable information ("PII") under any law or statute. Syncfusion provides no protection, no indemnity, and no guarantees or warranty, of any kind, if You provide PII to Syncfusion. You further acknowledge and agree that if you send PII to Syncfusion, Syncfusion will treat any such disclosure as a material breach of this Agreement.

11.3 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. Confidential Information of Syncfusion includes, but is not limited to, the terms of this Agreement, the Licensed Product, the Licensed Programs, the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Licensed Program(s), the Documentation, and pricing information. Confidential Information of Customer includes, but is not limited to, Customer's financial and business information. Confidential Information shall not include information that either party can demonstrate: (i) at the time of disclosure is in the public domain or is otherwise available to the Receiving Party other than on a confidential basis; (ii) after disclosure, becomes a part of the public domain by publication or otherwise through no fault of the Receiving Party; (iii) was disclosed to the Receiving Party by a third party not under an obligation of confidentiality to the Disclosing Party; or (iv) is or has been independently developed by the Receiving Party (as evidenced by the Receiving Party's written records) without access to any Confidential Information of the Disclosing Party.

11.4 Each party agrees: (i) to hold the Disclosing Party's Confidential Information in strict confidence; and (ii) except as expressly authorized by this Agreement, not to, directly or indirectly, use, disclose, copy, transfer, or allow access to the Confidential Information. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party as required by law or court order; in such event, however, such party shall if legally permitted inform the other party via telephone, email, or facsimile within a reasonable period of time and, in all events, limit the extent of any such compelled disclosure to the minimum so required.

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

## ESSENTIAL STUDIO SOFTWARE LICENSE AGREEMENT

(an “**Export Claim**”) and shall pay any judgments or settlements reached in connection with the Export Claim as well as Syncfusion’s costs of responding to any such Export Claim.

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

**14. Taxes:** The License Fees and any other amounts payable pursuant to the terms and conditions herein are exclusive of all national, state, regional, local, municipal, or other taxes and fees including, but not limited to, excise, sales, use, property, ad valorem, intangibles, goods and services and value added taxes, customs duties, and registration fees now in force or enacted in the future, and all such taxes and fees, except taxes based on Syncfusion’s net worth, capital, or net income, shall be paid directly by the Customer, or if paid by Syncfusion, Customer will reimburse Syncfusion.

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

**16. Audit:**

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

**16.2 Under-licensing / Verification of End-Users:** As set forth in Section 4.2 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 a Customer has, and to require Customer to obtain additional copies of the Licensed Product if in Syncfusion’s sole opinion Customer was previously under-licensed. In addition, the cost of a Maintenance and Support Services subscription is dependent upon the number of End-Users that exist at the time such Maintenance and Support Services subscription is renewed. 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 16.1 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 immediately and without further notice terminate all rights licensed under this Agreement for such breach.

**17. General:**

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

## ESSENTIAL STUDIO SOFTWARE LICENSE AGREEMENT

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

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

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

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

17.6 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.

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

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

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

17.10 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.

17.11 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.

## ESSENTIAL STUDIO SOFTWARE LICENSE AGREEMENT

NO I decline to be bound by the terms and conditions of this License Agreement.

# ESSENTIAL STUDIO SOFTWARE LICENSE AGREEMENT

## Schedule A

### Deployment Licenses

#### Licensed Products for operation under Server Environments

Products currently enabled for use with server environments such as ASP.NET, ASP.NET MVC, and Silverlight:

Essential Tools, Essential Grid, Essential Chart, Essential Diagram, Essential Grouping, Essential ExcelRW / XlsIO, Essential Calculate, Essential PDF, Essential DocIO, Essential Schedule, Essential Gauge, Essential BI Chart, Essential BI Grid, Essential BI Gauge, Essential BI Client, Essential Gantt, Essential Maps, Bold ReportWriter, Bold ReportViewer, Essential Spreadsheet, and Essential PDF Viewer.

# ESSENTIAL STUDIO SOFTWARE LICENSE AGREEMENT

## Schedule B

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

- Essential® Studio Enterprise Edition comprises a bundle of the User Interface (UI) Edition and Business Intelligence (BI) Edition, and therefore includes all of the Essential® products. The User Interface (UI) Edition and Business Intelligence (BI) Edition are bundles that include a subset of the Essential® products as shown in the table below.
- Each product, whether Essential® Studio Enterprise Edition, User Interface Edition, Business Intelligence Edition, or an individual Essential® product, are each available in a source code version and a binary code version. An upgrade path from a binary version to a source code version is also available.

**Original Licenses:** Original licenses are available in the following Editions:

Essential® Studio – Enterprise Edition (Source or Binary). Enterprise Edition includes all of the components found in the three non-Enterprise versions:

Essential® Studio – UI Edition (Source or Binary)

Essential® Studio – BI Edition (Source or Binary)

**Non-Enterprise Editions:** Each of the following Editions include a subset of the individual Essential® products as shown in the table below.

Essential® Studio – UI Edition (Source or Binary)

Essential® Studio – BI Edition (Source or Binary)

**Individual products:** Individual Essential® components may be obtained separately (Essential® Tools, Essential® Grid, etc.). See the table below for the complete list of components.

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

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

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

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

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

## **Upgrades**

Each of the non-Enterprise Studio products

- Essential® Studio – UI Edition (Source or Binary)

## ESSENTIAL STUDIO SOFTWARE LICENSE AGREEMENT

- Essential® Studio – BI Edition (Source or Binary)

can be upgraded to Essential® Studio – Enterprise Edition (Source or Binary). This upgrade is referred to as Essential® Studio – Enterprise Edition – Upgrade (Source or Binary).

Each of the individual Essential® products (as set forth in the table below) can be upgraded to the non-Enterprise Studio product that it is bundled with. These upgrades are referred to as:

- Essential® Studio – UI Edition – Upgrade (Source or Binary)

- Essential® Studio – BI Edition – Upgrade (Source or Binary)

- Note that Test Studio is currently included only with the full Essential® Studio Enterprise Edition and is not available as a standalone product or with any other Edition.

<b>Product name</b>	<b>Bundled with UI Studio?</b>	<b>Free Access to Bold Reports – Report Viewer SDK?</b>	<b>Bundled with BI Studio?</b>
Essential BI	No	No	Yes
Essential BI Client	No	No	Yes
Essential BI Chart	No	No	Yes
Essential BI Gauge	No	No	Yes
Essential Calculate	Yes	No	No
Essential Chart	Yes	No	No
Essential Diagram	Yes	No	No
Essential DocIO	No	No	No
Essential Edit	Yes	No	No
Essential ExcelRW / XlsIO	No	No	No
Essential Gantt	Yes	No	No
Essential Gauge	Yes	No	No
Essential Grid	Yes	No	No
Essential Grouping	Yes	No	No
Essential HTMLUI	Yes	No	No
Essential Maps	Yes	No	No
Essential PDF	No	No	No
Essential PDF Viewer	Yes	No	No
Essential Pivot Grid	Yes	No	Yes
Essential Project IO	No	No	No
Bold ReportViewer	No	Yes	No
Bold ReportWriter	No	Yes	No
Essential Schedule	Yes	No	No
Essential Spreadsheet	Yes	No	No
Essential Tools	Yes	No	No

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### Server Deployment Licenses by Product Name

<b>Product name</b>	<b>Server side deployment licenses included (Yes / No / NA)</b>	<b>Number included with product</b>
Essential BI Chart	Yes	Unlimited
Essential BI Client	Yes	Unlimited
Essential BI Gauge	Yes	Unlimited
Essential BI/Pivot Grid	Yes	Unlimited
Essential Calculate	Yes	Unlimited
Essential Chart	Yes	Unlimited
Essential Diagram	Yes	Unlimited
Essential DocIO	Yes	Unlimited
Essential Edit	Not applicable	-
Essential ExcelRW / XlsIO	Yes	Unlimited
Essential Gantt	Yes	Unlimited
Essential Gauge	Yes	Unlimited
Essential Grid	Yes	Unlimited
Essential Grouping	Yes	Unlimited
Essential HTMLUI	Not applicable	-
Essential Maps	Yes	Unlimited
Essential PDF	Yes	Unlimited
Essential PDF Viewer	Yes	Unlimited
Essential Pivot Grid	Yes	Unlimited
Bold ReportViewer	Yes	Unlimited
Bold ReportWriter	Yes	Unlimited
Essential Schedule	Yes	Unlimited
Essential Spreadsheet	Yes	Unlimited
Essential Tools	Yes	Unlimited

# ESSENTIAL STUDIO SOFTWARE LICENSE AGREEMENT

## Schedule C

### Licensed Assemblies

#### Assemblies that are not redistributable

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

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

## Schedule D

### Third Party Licenses and Attributions

- 1.1 Customer acknowledges and agrees that the Licensed Program contains certain features that allow Customer to develop Customer products that implement the Microsoft® Office 2007/2010/2013 User Interface. Customer acknowledges and agrees that such features shall not be used by Customer under any circumstance unless Customer obtains a license for the Microsoft® Office 2007/2010/2013 User Interface directly from Microsoft. Information regarding obtaining such a license directly from Microsoft may be found at <http://msdn2.microsoft.com/en-us/office/aa973809.aspx>. 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 Microsoft® Office 2007/2010 User Interface into Customer products and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.2 Customer further acknowledges and agrees that the ASP.NET, JavaScript and ASP.NET MVC Platforms may contain components that are licensed under the MIT/BSD License. In particular, the jQuery JavaScript library, the JsRender library, the RequireJS library, the jQuery Easing library, the jQuery Globalize library, the ExplorerCanvas library, the WebGrease library, the Microsoft Ajax Minifier, the FileSaver library and the JsViews are included as a component of the ASP.NET, JavaScript & ASP.NET MVC platforms. In late 2008, Microsoft® had announced its intention to distribute and support the jQuery JavaScript library as part of its Visual Studio® tool set (for more information, see [https://www.microsoft.com/web/webpi/eula/aspnetcomponent\\_rtw\\_enu.htm](https://www.microsoft.com/web/webpi/eula/aspnetcomponent_rtw_enu.htm) and <http://weblogs.asp.net/scottgu/archive/2008/09/28/jquery-and-microsoft.aspx> Microsoft® has since included jQuery with the 2010 version of Visual Studio. Microsoft® has not to our knowledge announced any plans to distribute or the other jQuery related libraries used.
  - 1.2.1 Further information about the jQuery JavaScript library, as well as the MIT License under which they are distributed, is available at <http://jquery.com/download>.
  - 1.2.2 Information about JsRender may be found at <https://github.com/BorisMoore/jsrender> , and its license may be found at <https://github.com/jquery/globalize/blob/master/LICENSE>).
  - 1.2.3 Information about jQuery Easing may be found at <http://gsgd.co.uk/sandbox/jquery/easing/>, and its license is currently posted at <http://cdnjs.cloudflare.com/ajax/libs/jquery-easing/1.3/jquery.easing.min.js>.

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- 1.2.4 Information about jQuery Globalize may be found at <https://github.com/jquery/globalize>, and its license is currently posted at <https://github.com/jquery/globalize/blob/master/LICENSE>.
- 1.2.5 Information about ExplorerCanvas may be found at <https://code.google.com/p/explorercanvas/>, and its license is currently posted at <http://www.apache.org/licenses/LICENSE-2.0>.
- 1.2.6 Information about WebGrease may be found at <http://webgrease.codeplex.com/>, and its license is currently posted at <http://webgrease.codeplex.com/license>.
- 1.2.7 Information about Microsoft Ajax Minifier may be found at <http://ajaxmin.codeplex.com/>, and its license is currently posted at <http://ajaxmin.codeplex.com/license>.
- 1.2.8 Information about the FileSaver library may be found at <https://github.com/eligrey/FileSaver.js/>, and its license is currently posted at <https://github.com/eligrey/FileSaver.js/blob/master/LICENSE.md>.
- 1.2.9 Information about the JsViews library may be found at <https://github.com/BorisMoore/jsviews>, and its license is currently posted at <https://github.com/BorisMoore/jsviews/blob/master/MIT-LICENSE.txt>.
- 1.2.10 Information about the RequireJS library may be found at <https://github.com/jrburke/requirejs> and its license is currently posted at <https://github.com/jrburke/requirejs/blob/master/LICENSE>.
- 1.2.11 Information about less.js library may be found at <http://lesscss.org/#getting-started> and its license is currently posted at <https://github.com/less/less.js/blob/master/LICENSE>
- 1.2.12 Information about linq.js may be found at <https://github.com/neuecc/linq.js>, and its license may be found at <https://github.com/neuecc/linq.js>
- 1.2.13 Information about jquery-quicksearch may be found at <https://github.com/DeuxHuitHuit/quicksearch>, and its license may be found at <https://github.com/DeuxHuitHuit/quicksearch/blob/master/LICENSE>
- 1.2.14 Information about jquery-unobtrusive.ajax may be found at <https://github.com/aspnet/jquery-ajax-unobtrusive> and its license may be found at <https://github.com/aspnet/jquery-ajax-unobtrusive/blob/master/LICENSE.txt> Information about jquery-validation-unobtrusive.js may be found at <https://github.com/aspnet/jquery-validation-unobtrusive> and its license may be found at <https://github.com/aspnet/jquery-validation-unobtrusive/blob/master/LICENSE.txt>
- 1.2.15 Information about jquery-validation may be found at <https://github.com/jquery-validation/jquery-validation> and its license may be found at <https://github.com/jquery-validation/jquery-validation/commit/96b7036eb45375eb4861082d8ca442d94a9c666c>
- 1.2.16 Information about moment.js may be found at <https://github.com/moment/moment> and its license may be found at <https://github.com/moment/moment/blob/develop/LICENSE>
- 1.2.17 Information about jQuery.cookie may be found at <https://github.com/jquery/globalize>, and its license is currently posted at <https://github.com/carhartl/jquery-cookie>
- 1.2.18 Information about json.simple may be found at <https://github.com/stleary/JSON-java>, and its license is currently posted at <https://github.com/stleary/JSON-java>
- 1.2.19 Information about json.simple may be found at <https://github.com/PrismJS/prismis> and its license is currently posted at <https://github.com/PrismJS/prism/blob/master/LICENSE>
- 1.2.20 Information about core.js may be found at <https://github.com/zloirock/core-js> and its license is currently posted at <https://github.com/zloirock/core-js/blob/master/LICENSE>
- 1.2.21 Information about plugin-json may be found at <https://github.com/systemjs/plugin-json> and its license is currently posted at <https://github.com/systemjs/plugin-json/blob/master/LICENSE>
- 1.2.22 Information about system.js may be found at <https://github.com/systemjs/systemjs> and its license is currently posted at <https://github.com/systemjs/systemjs/blob/master/LICENSE>

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- 1.2.23 Information about jquery.signalr may be found at <https://github.com/thomdixon/bower-jquery-signalr/blob/master/jquery.signalR.js> and its license is currently posted at <https://github.com/thomdixon/bower-jquery-signalr/blob/master/jquery.signalR.js>
- 1.2.24 Information about crossroads.js may be found at <https://github.com/millermedeiros/crossroads.js> and its license is currently posted at <https://github.com/millermedeiros/crossroads.js>.
- 1.2.25 Information about rx.js may be found at <https://www.npmjs.com/package/rxjs> and its license is currently posted at <https://www.npmjs.com/package/rxjs>
- 1.2.26 Information about zone.js may be found at <https://www.npmjs.com/package/zone.js> and its license is currently posted at <https://www.npmjs.com/package/zone.js>
- 1.2.27 Information about base64.js may be found at <https://github.com/dankogai/js-base64> its license is currently posted at <https://github.com/dankogai/js-base64>
- 1.2.28 Information about gradient-parser.js library may be found at <https://github.com/rafaelcaricio/gradient-parser> and its license is currently posted at <https://github.com/rafaelcaricio/gradient-parser/blob/master/LICENSE>.
- 1.2.29 Information about the jai-imageio-1.0.1.jar library may be found at <http://www.oracle.com/technetwork/java/javase/downloads/java-se-archive-license-1382604.html> and its license currently posted at <http://www.oracle.com/technetwork/java/javase/downloads/java-se-archive-license-1382604.html>
- 1.2.30 Syncfusion provides the above internet links for Customer's convenience only and makes no representation or warranty with regard to their accuracy, completeness, or permanence. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of the Microsoft® Visual Studio® tool set, including without limitation the jQuery JavaScript library In, the JsRender library, the RequireJS library, the jQuery Easing library, the jQuery Globalize library, the ExplorerCanvas library, the WebGrease library, the Microsoft Ajax Minifier, the FileSaver library, the JsViews and/or incorporation of any components thereof into Customer products and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.3 Customer further acknowledges and agrees that there may be dependencies on the MicrosoftAsp.netcore to include the [Microsot.aspnetcore.components.web](#), [Microsoft.AspNetCore.Http](#), [Microsoft.AspNetCore.Localization](#), and [System.Reflection.Emit](#). These are licensed by MIT or Apache licenses.
- 1.4 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from Microsoft® under the Microsoft® public license ("MS PL"). In particular, certain controls and code from the Silverlight Toolkit and the Silverlight for Windows Phone Toolkit are included in the Essential® Studio product offering. Further information about the Silverlight Toolkit, the Silverlight for Windows Phone Toolkit and the MS-PL is available, respectively, at <http://silverlight.codeplex.com> and <http://silverlight.codeplex.com/license>. Syncfusion provides the above internet links for Customer's convenience only and makes no representation or warranty with regard thereto. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of the controls and code distributed under the Silverlight Toolkit and the Silverlight for Windows Phone Toolkit and included in Essential Studio, or the incorporation of any such controls and code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.5 Some of the Licensed Programs are shipped with an html converter (HTML to PDF converter) library, but can optionally use a Mozilla® Gecko SDK based HTML renderer. The default configuration does not have this optional renderer enabled, but this optional renderer can be enabled as described in the Documentation. The Gecko SDK renderer itself must be downloaded separately (the Syncfusion installer may provide a copy for convenience), and is available from the Mozilla Foundation at [https://developer.mozilla.org/en/Gecko\\_SDK](https://developer.mozilla.org/en/Gecko_SDK), and is subject to the license terms established by the Mozilla Foundation. Syncfusion provides the above internet link for Customer's convenience only and makes no representation or warranty of any kind with regard thereto.

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- 1.6 Some of the Licensed Programs are shipped with an optical character recognition (OCR) engine, in particular the Tesseract library available from Google® and any required supporting libraries such as the Leptonica Image processing library. The default configuration of the Licensed Programs does not have this OCR engine enabled, but support for the same can be enabled as described in the Documentation. The Tesseract library itself can be downloaded separately from Google® at <http://code.google.com/p/tesseract-ocr/> (the "Tesseract Project Site"), and is subject to the license terms established by the maintainers of the library as set forth on the Tesseract Project Site. Syncfusion provides the above Internet link for the Customer's convenience only and makes no representation or warranty of any kind with regard thereto. The Syncfusion installer may provide a copy for convenience. The provided copy may have changes that are specific to usage by the Syncfusion libraries. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of the Tesseract library and any supporting libraries, whether alone or in connection with any related code provided by Syncfusion and included in the Licensed Programs, and also for the incorporation of any such controls and code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.7 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the WPF Shell Integration Library (<http://archive.msdn.microsoft.com/WPFShell>) under the Microsoft® public license ("MS PL"). In particular, certain controls and code from the WPF Shell Integration Library are included in the Essential® Studio product offering. Further information about the WPF Shell Integration Library is available at <http://archive.msdn.microsoft.com/WPFShell>, and information about the MS-PL is available at <http://archive.msdn.microsoft.com/WPFShell/Project/License.aspx>. Syncfusion provides the above Internet links for Customer's convenience only and makes no representation or warranty with regard thereto. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of the controls and code distributed under the WPF Shell Integration Library and included in Essential® Studio, or the incorporation of any such controls and code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.8 Customer further acknowledges and agrees that the Windows RT platform may contain components that are licensed under the Microsoft® public license, namely a library of extension methods known as WriteableBitmapEx. Further information about the WriteableBitmapEx library is available from Codeplex and may be found at <http://writeablebitmapex.codeplex.com>. Further information about the MS-PL is available at <http://writeablebitmapex.codeplex.com/license>. Syncfusion provides the above Internet links for Customer's convenience only and makes no representation or warranty with regard thereto. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of the library extension methods available from the WriteableBitmapEx library, or the incorporation of any such methods or code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.9 Customer further acknowledges and agrees that certain programs comprising the Licensed Programs, namely the Essential Maps product, may contain data from <http://www.naturalearthdata.com/about/terms-of-use/> and data from <http://www.census.gov/geo/maps-data/data/tiger-cart-boundary.html>. Syncfusion provides the above Internet links for Customer's convenience only and makes no representation or warranty with regard thereto. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of this data in any manner whether independently or as part of the Licensed Product and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.10 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the Fast Reflection Library (<http://fastreflectionlib.codeplex.com/>) under the Microsoft® public license ("MS PL"). Further information about the Fast Reflection Library is available at <http://fastreflectionlib.codeplex.com/>, and information about the MS-PL is available at <http://fastreflectionlib.codeplex.com/license>. Syncfusion provides the above Internet links for Customer's

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- 1.11 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the 7-Zip LZMA SDK Library. Further information about the 7-Zip LZMA SDK Library is available at <http://www.7-zip.org/sdk.html>, Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the 7-Zip LZMA SDK Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.12 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.
- 1.13 Further, Customer acknowledges and agrees that it must obtain licenses from Xamarin, Inc. for any and all software products reasonably required for any software developer to operate in a Xamarin™ environment. This requirement shall apply only if Customer uses products designed for the Xamarin platform.
- 1.14 Customer further acknowledges and agrees that products designed for the Xamarin platform in general and for specific target environments such as the Android™ environment may contain design elements implemented on the Android platform including but not limited to the Roboto type family. Further information about the Roboto type family and related typographical elements is available from <http://developer.android.com/design/style/typography.html> and <http://www.google.com/fonts/specimen/Roboto>. The Roboto type family is licensed under the Apache 2.0 license available at <http://www.apache.org/licenses/LICENSE-2.0.html>. Syncfusion provides the above Internet links for Customer's convenience only and makes no representation or warranty with regard thereto. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of the Roboto type family and related elements into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.15 Further, Customer acknowledges and agrees that it must obtain licenses from Apple, Inc. for any and all software products reasonably required for any software developer to operate in any environment provided by Apple such as the iOS™ environment. This requirement shall apply only if Customer uses products designed to operate in any Apple provided platforms.
- 1.16 Further, Customer acknowledges and agrees that it must obtain licenses from providers of Java Script runtimes.
- 1.17 Further, Customer acknowledges and agrees that it must obtain licenses from Google, Inc. and any contributing licensors for any and all software products reasonably required for any software developer to operate in any environment provided by Google such as the Android™ environment. This requirement shall apply only if Customer uses products designed to operate in the Android environment.
- 1.18 Customer further acknowledges and agrees that certain programs comprising the Licensed Programs, namely the Fuse.js product, may contain data from <https://github.com/krisk/Fuse/blob/master/LICENSE>. Syncfusion provides the above Internet links for Customer's convenience only and makes no representation or warranty with regard thereto. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of the Fuse.js. product in any manner whether independently or as part of the Licensed Product and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.19 Customer further acknowledges and agrees that certain programs comprising the Licensed Programs, namely the Ember Cli Babel product, may contain data from <https://github.com/babel/ember-cli-babel/blob/master/LICENSE>. Syncfusion provides the above Internet links for Customer's convenience only and makes no representation or warranty with regard thereto. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of the Ember Cli Babe product in any manner whether independently or as part of the Licensed Product and that Syncfusion shall have no liability whatsoever under any circumstances.

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- 1.22 Customer further acknowledges and agrees that certain programs comprising the Licensed Programs, namely the Json.js product, may contain data from <https://github.com/douglascrockford/JSON-js>. Syncfusion provides the above Internet links for Customer's convenience only and makes no representation or warranty with regard thereto. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of the Json.js product in any manner whether independently or as part of the Licensed Product and that Syncfusion shall have no liability whatsoever under any circumstances.
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- 1.24 Customer further acknowledges and agrees that certain programs comprising the Licensed Programs, namely the Elasticlunr.js product, may contain data from <https://github.com/weixsong/elasticlunr.js/blob/master/LICENSE>. Syncfusion provides the above Internet links for Customer's convenience only and makes no representation or warranty with regard thereto. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of the Elasticlunr.js product in any manner whether independently or as part of the Licensed Product and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.25 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the canvag.js. Library. Further information about the canvag.js. Library is available at <https://github.com/canvg/canvg/blob/master/MIT-LICENSE.txt>. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the canvag.js Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.26 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the CodeMirror library. Further information about the canvag.js. Library is available at <https://github.com/codemirror/CodeMirror>. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the codemirror Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.27 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the SkiaSharp library. Further information about the canvag.js. Library is available at <https://github.com/mono/SkiaSharp>. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the skiasharp Library and included in

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Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.

- 1.28 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the bootstrap library. Further information about the bootstrap Library is available at <https://github.com/twbs/bootstrap> Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the bootstrap Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.29 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the zeroclipboard library. Further information about the zeroclipboard Library is available at <https://github.com/zeroclipboard/zeroclipboard> Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the zeroclipboard Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.30 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the bluebird library. Further information about the bluebird Library is available at <https://github.com/petkaantonov/bluebird> Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the bluebird Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.31 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the font-awesome library. Further information about the font-awesome Library is available at <https://github.com/FortAwesome/Font-Awesome> Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the font-awesome Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.32 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the code-prettify library. Further information about the code-prettify Library is available at <https://github.com/google/code-prettify> Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the code-prettify Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.33 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the prettify.extension library. Further information about the prettify.extension library is available at <https://github.com/showdownjs/prettify-extension> Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the code-prettify.extension library Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.34 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the plugin-css library. Further information about the plugin-css library is available at <https://github.com/systemjs/plugin-css> Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the code- plugin-css library Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.35 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the plugin-txt library. Further information about the plugin-txt library is available at <https://github.com/systemjs/plugin-text> Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the code plugin-txt library Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.

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- 1.37 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the respond library. Further information about the respond library is available at <https://github.com/scottjehl/Respond> Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the code respond Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.38 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the modernizr library. Further information about the modernizr library is available at <https://github.com/Modernizr/Modernizr> Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the code modernizr Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.39 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the react-dom library. Further information about the react-dom library is available at <https://github.com/facebook/react/tree/master/packages/react-dom> Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the code react-dom Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.40 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the hasher library. Further information about the hasher library is available at <https://github.com/millermedeiros/Hasher#license> Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the code hasher Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.41 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the moment-timezone library. Further information about the moment-timezone library is available at <https://github.com/moment/moment-timezone>. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the code moment-timezone Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.42 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the reflect-metadata library. Further information about the reflect-metadata library is available at <https://github.com/moment/moment-timezone>. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the code reflect-metadata Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.43 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the caliburn.micro library. Further information about the caliburn.micro library is available at <https://github.com/Caliburn-Micro/Caliburn.Micro>. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the code caliburn.micro Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
- 1.44 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the Microsoft Software Analysis library. Further information about the Microsoft

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Software Analysis library is available at <https://docs.microsoft.com/en-us/sql/analysis-services/multidimensional-models/adomd-net/redistributing-adomd-net?view=sql-analysis-services-2017>. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the Microsoft Software Analysis Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.

1.45 For JavaScript/web-based products, Syncfusion provides extensions and samples for commonly used frameworks such as Angular (<https://angular.io/>), React (<https://reactjs.org/>) and Vue (<https://vuejs.org/>). The use of these extensions and samples requires the acceptance of terms under which these frameworks are licensed by their owners. For the avoidance of doubt

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

1.47 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the pdfium library. Further information about the pdfium library is available at <https://github.com/PDFium/PDFium/blob/master/LICENSE> Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the code pdfium Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.

1.48 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the wpftoolkit library. Further information about the wpftoolkit library is available at <https://github.com/xceedsoftware/wpftoolkit> Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the code wpftoolkit Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.

1.49 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the knockout library. Further information about the knockout library is available at <https://github.com/knockout/knockout/blob/master/LICENSE> Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the code knockout Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.

1.50 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the Windows Expander Community Toolkit. Further information about the Windows Expander Community Toolkit library is available at <https://github.com/windows-toolkit/WindowsCommunityToolkit/blob/master/license.md> Customer acknowledges and agrees that Customer

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- 1.51 Customer further acknowledges and agrees that the Licensed Programs may contain components that are licensed from the owners of the Google Noto Serif Font. Further information about the Google Noto Serif Font library is available at <https://github.com/knockout/knockout/blob/master/LICENSE> Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of code distributed under the code knockout Library and included in Essential® Studio, or the incorporation of any such code thereof into Customer products, and that Syncfusion shall have no liability whatsoever under any circumstances.
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