

ESSENTIAL STUDIO® DOCUMENT SDK SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the “**Agreement**”) is a legal agreement between you (“You”, “Your”, or “Customer”) and Syncfusion, Inc., a Delaware corporation with its principal place of business located at 2501 Aerial Center Parkway, Suite 111, Morrisville, NC 27560 (“**Syncfusion**”).

This license is for Essential Studio® Document SDK only, referred to herein as the Licensed Product. For the avoidance of doubt, the Licensed Product does not include any other Syncfusion product other than Document SDK. Syncfusion licenses its products under a subscription model, including a Team License, Project License, Division License, and Global License. Your right to possess, distribute, develop, and/or compile anything that incorporates, is linked to, or compiled with, the Licensed Product is set forth in this Agreement.

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

Carefully read all of the terms and conditions of this Agreement prior to downloading or installing or using the Licensed Product (as that term is defined below). This Agreement between You and Syncfusion sets forth the terms and conditions of Your use of the Licensed Product. For the purposes of this Agreement, the effective date of this Agreement shall be the date upon which You click the “YES” button below. If You are agreeing to this Agreement either on behalf of a company or other legal entity, You represent that You have the authority to bind such entity to this Agreement. In such cases, “You”, “Your”, or “Customer” means such company or legal entity. You must also be at least eighteen (18) years old to agree to these terms. If You do not have such authority, are not at least eighteen (18), or if You do not agree with these Terms, you may not use and/or download the Licensed Product.

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

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

1. This Agreement contains the entire understanding of Syncfusion and Customer and supersedes all prior written or oral communications between the parties with respect to the subject matter hereof. Entering into this Agreement does not operate as an acceptance of any terms and conditions that conflict with the terms hereof, and the terms of this Agreement shall prevail over any purported conflicting provisions that might appear in any Customer purchase order or any other instruments. In the event Customer believes PO terms apply, then the only remedy is a pro-rated refund.

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

By clicking the “[YES](#)” button below, Customer acknowledges and hereby agrees that it has reviewed the terms and conditions of this Agreement and agrees to be legally bound thereby. This Agreement also includes the attached **Schedule A (Deployment Licenses), Schedule B (Licensed Programs), Schedule C (Licensed Assemblies), Schedule D (Third Party Licenses and Attributions) and Schedule E (Optional Samples)**, each of which is hereby incorporated herein by this reference.

2. Definitions:

2.1. **Computer System** means the computer hardware equipment on which Customer has elected to install and/or execute

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a given copy of Licensed Program(s).

- 2.2. **Distribution Rights** shall mean the right to sell, publish, license, make public on a website, publish webpages, or otherwise offer or make available to a third party, anything that contains, links to (directly or indirectly), is compiled against, compiles any DLL, or otherwise calls to or relies on the Licensed Product. The Licensed Product cannot be distributed in stand-alone form and/or with a wrapper, such as white labeling, under any circumstances.
- 2.3. **Document(s)** means any document(s) generated by the Licensed Product.
- 2.4. **Documentation** means the softcopy documentation provided by Syncfusion with the Licensed Program(s), such as softcopy user manuals and online help.
- 2.5. **End-User or Programmatic End User** means a named individual person that has Programmatic Access and has been granted rights to use the Licensed Product under this Agreement.
- 2.6. **Licensed Assemblies** means the compiled binaries of the Licensed Product. A complete list of the Licensed Assemblies is set forth on Schedule C.
- 2.7. **Licensed Product** means, collectively, Essential Studio® Document SDK's Licensed Program(s) and Documentation.
- 2.8. **Licensed Program(s)** means the source code version or executable version of the Licensed Product, as well as the Licensed Assemblies, as appropriate, as well as any updates or new versions of the same that may be delivered by Syncfusion to Customer during the term of this license.
- 2.9. **Master License Agreement or Master Software License Agreement** means an additional agreement produced by Syncfusion which may be required for certain purchases, unless such purchases are through a Reseller. The terms of the most current Essential Studio® Software License Agreement are incorporated by reference into the Master License Agreement and together they function as one agreement. In the event of a conflict between the terms and conditions in the Master License Agreement and the Essential Studio® Software License Agreement, the terms of the Master License Agreement will govern and control.
- 2.10. **Non-Programmatic End User** shall mean those who do not have access or the ability to patch, bug fix, code, add a line of code, modify any code, compile, develop, or recompile any part of the Customer's application.
- 2.11. **Platform** means a specific web application framework such as the ASP.NET platform, ASP.NET MVC platform, the JavaScript platform, the Windows Forms platform, the Windows Phone platform, the Windows RT platform, the Universal Windows Platform (UWP), the Xamarin Platform, the Android Platform, the iOS platform, and the Windows Presentation Foundation ("WPF") platform. Certain additional restrictions may apply to the Licensed Programs that are licensed to, and Maintenance and Support service subscriptions that are provided to, Customer based on the individual Licensed Program and the Platform.
- 2.12. **Pricing Plan** shall mean the specific plan agreed upon by Syncfusion and Customer.
- 2.13. **Programmatic Access** means access and/or the ability to patch, bug fix, code, add a line of code, modify any code, compile, develop, or recompile anything that contains, links to (directly or indirectly), is compiled against, compiles any DLL, or otherwise calls to or relies on the Licensed Product.
- 2.14. **Vendor(s)** means the third parties that furnish Syncfusion with portions of the Licensed Program(s). Certain Vendor software is licensed to be used in conjunction with the Licensed Program(s) and not for any other use.
- 2.15. **License Types**
- (a) A **Team License** shall mean a subscription license that provides a limited number of licenses to a set amount of developers for a named Customer as well as the specific number of Documents allotted by Customer's Pricing Plan. Customer must procure enough active licenses for each individual who has Programmatic Access. A Team License only grants rights to a named Customer and does not extend any right, in any form, to any parent or subsidiary company of Customer. A Team License cannot be used as a floating license.
 - (b) A **Project License** shall mean a subscription license which covers one named Customer application as well as the specific number of Documents allotted by Customer's Pricing Plan. Project names must be narrowly defined to the specific application that will contain the Licensed Product. The license fees are based on the total number of developers working on a named project, regardless of whether such developers are directly using the Licensed Product. Customer must have active licenses for each individual who has Programmatic Access as defined herein. Should other applications depend on or link to such Customer application, Customer acknowledges and agrees that any such other applications will need separate licensing for all individuals with Programmatic Access. For the purposes of pricing and license administration, a "Project Group" is deemed to be a distinct Customer software team within a Customer's business unit that works towards a distinct business purpose for the benefit of a single application. Customer is required to identify the name of each such Project Group to Syncfusion; such name must be unambiguous in nature. It is acknowledged and agreed by Customer that each identified Project Group shall exist for a valid business purpose and not just as a means for consolidating software licenses to minimize license fees that are otherwise due. If, in the sole opinion of Syncfusion, multiple Customer teams would each individually

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meet the above definition of a Project Group, such multiple teams shall not be combined for the purpose of consolidating licenses under a single Project Group. Customer is responsible for providing information about each such Project Group to Syncfusion. By entering into this Agreement, Customer represents that after the effective date, it will not withhold information that Syncfusion requires to properly license each such Project Group, and further agrees that any misrepresentation in this regard constitutes a material breach of this Agreement.

(c) A **Division License** shall mean a subscription license which will cover one named Division as well as the specific number of Documents allotted by Customer's Pricing Plan. A Division License allows for development work on more than one project within such Division. A Division shall mean a business unit within Customer's organization that works towards a distinct business purpose. Customer is required to identify the name of such Division to Syncfusion; such name must be unambiguous in nature. License fee determinations will be at the sole discretion of Syncfusion and be based on such factors including, but not limited to, Customer's Division size, developer count, and the scope of the Division's business purpose. By entering into this Agreement, Customer acknowledges that it is responsible for providing information about the named Customer Division to Syncfusion sufficient for Syncfusion to price the Division License, and Customer represents that it will not withhold information that Syncfusion requires to properly license each such named Customer division, and further agrees that any misrepresentation in this regard constitutes a material breach of this Agreement.

(d) A **Global License** shall mean a subscription license for all development for a named Customer as well as the specific number of Documents allotted by Customer's Pricing Plan. License fees are also based on the overall size of a named Customer. A Global License only grants rights to a named Customer and does not extend any right, in any form, to any parent or subsidiary company of Customer.

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

3. License Fee:

3.1. The license fee ("License Fee") is the aggregate of the fees for the Licensed Program(s) selected by Customer.

3.2. The License Fee is due and payable by Customer upon receipt of Syncfusion's invoice. All payments under this Agreement shall be made in United States dollars, and if not paid within thirty (30) days of when due will be subject to interest at the rate of eighteen percent (18%) annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment was due until payment is made. In addition, Customer agrees to pay Syncfusion's cost of collecting any past-due amounts under this Agreement, including but not limited to reasonable attorneys' fees. In instances where Customer makes its purchase through a Reseller, the Reseller will make payment for such purchase to Syncfusion.

4. License Grant:

4.1. Syncfusion hereby grants to Customer a limited, non-exclusive, non-transferable license to use Licensed Product in accordance with the terms and conditions specified in this Agreement, solely for the purpose of developing and embedding in Customer products. For the avoidance of doubt, Customer agrees that the Licensed Product is licensed and not sold. All use of the Licensed Program(s) by Customer shall be made solely in accordance with the Documentation and this Agreement. Furthermore, Customer receives no rights to the Licensed Product other than those specifically granted herein. Each individual with Programmatic Access must have an active license and such license only allows for the specific number of Documents allotted by Customer's Pricing Plan. Such license only grants Distribution Rights to a named Customer and does not grant any Distribution Rights to any parent or subsidiary company of Customer, or any third party.

4.2. All licenses are subject to the following limitations:

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

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

(c) Unless noted in a Master License Agreement that is signed by both parties, only a named Customer shall have Programmatic Access. Thus, Customer shall not lease or lend the Licensed Product or otherwise allow use or Programmatic Access of the Licensed Product by or on behalf of any third party (including any Customer third-party contractor), nor describe the results of any benchmarking of the Licensed Program, whether or not obtained with Syncfusion's assistance, to any third party. Customer cannot allow any third parties, such as contractors or outsourcers, to use the Licensed Product on Customer's behalf unless such allowance is noted in a Master License Agreement. Such allowance of contractors will be at an additional cost to Customer and subject to Syncfusion's sole discretion. A breach of this section is a material breach of the agreement and will result in immediate termination of all Customer's license rights.

(d) Syncfusion strongly recommends that Customer not combine the Licensed Program(s) with other software licensed by Customer from any third parties if such third-party software is substantially similar to that of the Licensed

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Program(s). Such use of third-party software may create technical difficulties, including, but not limited to, interoperability difficulties; therefore, any such use of third party software is at Customer's discretion and Customer shall bear any and all liability that may arise from such use.

(e) Customer must comply with the following requirements in this Section noted below. Customer acknowledges that any breach of this Section will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder.

4.2.e.1. Customer cannot use the Licensed Product in such a way that results in Customer's development of software products that are directly or indirectly competitive with the Licensed Product or any other Syncfusion products.

4.2.e.2. Customer's use of the Licensed Program(s) must be for the purpose of developing Customer products that include significant value-added features.

4.2.e.3. The Licensed Program(s) may not be used to create frameworks/controls/wrappers or other such products that are intended to be programmatically reused by anyone. White labeling of the Licensed Product in its stand-alone form shall be deemed a material breach of this Agreement.

4.2.e.4. Subject to the limitations of Section 4.2(f) Customer's limited right to Distribute retail/release builds of Syncfusion libraries along with Customer's product(s) is permitted only so long as the Syncfusion libraries are not directly accessible for use within Customer's product(s) and/or outside of it.

4.2.e.5. For the avoidance of doubt, the Licensed Product's source code cannot be Distributed by Customer under any circumstances. If Customer distributes products which include the source code of such products, only executable code for the Licensed Product can be included.

(f) Customer may Distribute the Licensed Product as embedded in Customer's products only during an active subscription term in accordance with the terms and conditions outlined in this Section:

4.2.f.1. Subject to Customer's compliance with all of the limitations of this Agreement, a Customer may Distribute release builds of Syncfusion libraries as incorporated in Customer's product(s) to Non-Programmatic End Users only, and only so long as all modified binaries that are incorporated in such Customer products are created during an active Team, Project, Division, or Global subscription term. In such cases, Customer must:

4.2.f.1.1. (i) ensure that such Licensed Assemblies include License Checks, which herein means a mechanism which is executable and not binary, used to enforce or verify software licensing at runtime using readable, interpretable code (e.g., scripts or configuration), rather than compiled machine code, that prevent the use of the Licensed Assemblies for development purposes when such Licensed Assemblies are distributed as part of Customer's products, and

4.2.f.1.2. (ii) represent and warrant to Syncfusion that Customer's products do not infringe upon any proprietary rights of any third parties, including without limitation patent rights. Customer acknowledges and agrees that any Distribution of any such modified binaries created when Customer is not under an active Maintenance and Support services subscription or an active Team, Project, Division, or Global subscription term will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder. Customer's Distribution of Syncfusion libraries as part of Customer products is without royalty to Syncfusion and

4.2.f.1.3. (iii) ensure technical mechanisms are in place to prevent the creation of Documents within such Customer products after the termination or expiration of the subscription term.

4.2.f.2. In conjunction with all applicable terms concerning Termination in Section 6, customers with **Team, Project, Division, or Global Licenses** cannot continue to possess, distribute, lease, license, or provide maintenance to any applications that contain or depend on the Licensed Product(s) following the termination of an active **Team, Project, Division, or Global License** subscription term.

4.2.f.3. An active subscription is required for Programmatic End Users and Non-Programmatic End Users to create Documents.

(g) Customer's right to deploy, evaluate, and use the Licensed Programs may be further limited based on the Platform for which a given Licensed Program is licensed. In the event that such use is to be limited to a specific Platform, the allowed Platform(s) will be set forth in the invoice provided to you by Syncfusion.

(h) Release builds of the Licensed Products that are designed for operation under server environments may be installed in server environments such as Microsoft®ASP.NET, and ASP.NET MVC, subject to the specific conditions of this Section 4.2(h) and this Agreement. For the avoidance of doubt, a "server" or "server environment" includes physical

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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 the Licensed Product 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.
 - 4.2.i.2. Subject to the limitations of this Agreement, Customer must ensure that each individual End-User has an assigned copy of the Licensed Product and is in compliance with the requirements below
 - 4.2.i.2.1. Each user that is building Customer products that rely on or use the Licensed Product in any manner are required to have an assigned copy of the Licensed Product.
 - 4.2.i.2.2. Customer further agrees that it must ensure that it has an adequate number of licensed copies of each Licensed Program
 - 4.2.i.2.3. Customer represents and warrants that it has obtained a copy of the Licensed Program for each individual that writes software applications that create code, use, work with, or test software applications that incorporate the Licensed Program(s), including without limitation testers that test software applications written with the Licensed Program with the aid of a scripting environment. Notwithstanding the foregoing, testers that test applications manually (without the aid of tools such as a scripting environment) are not required to have a copy of the Licensed Program. For the avoidance of doubt, such testers shall be exempt only if they have not performed any role during the development of any part of the application and are simply involved in final manual testing as an end.
 - 4.2.i.2.4. Customer will comply with all Syncfusion requests for information concerning its compliance as described herein. Syncfusion retains the right to request, and Customer is required to provide no later than thirty (30) days from the date of Syncfusion's initial request, reasonable assurances of Customer's compliance with the 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, (4) the number of Documents created by Programmatic End-Users and Non-Programmatic End Users and (5) the size of the team (an actual physical count of all individual members of such team) working on each software application or development that incorporates or is linked to the Licensed Product. Syncfusion reserves the right to request additional information, and Customer shall provide such additional information, that Syncfusion believes at its discretion is necessary to make such reasonable assurances accurate and complete. For the avoidance of doubt, the information requested herein does not constitute an audit of Customer's environment or operations by Syncfusion.
 - 4.2.i.3. In the event that Customer uses a dedicated build machine to build Customer's products, Customer does not need to have a separate copy of the Licensed Product assigned to the dedicated build machine, but rather may use a copy of the Licensed Product assigned to the primary user of the dedicated build machine. For the avoidance of doubt, Customer agrees that in order for a given computer to constitute a dedicated build machine, such computer must contain no software other than Customer's product and those portions of the Licensed Programs included with Customer's product, and such computer may not be used for developing software products that use the Licensed Product.
 - 4.2.i.4. For Team Licenses, Customers may transfer each of its allocated licenses from one developer to another developer four (4) times per license per twelve-month period. This twelve-month period is calculated from the date of initial assignment. Transfers should only be made within the Syncfusion portal and can only be done during an active subscription term. However, this transfer is only allowed when the license that is being transferred is being removed from a person who is no longer Programmatically Accessing any part of any application that links to or depends on the Licensed Product. The transfers are not allowed if, at Syncfusion's sole discretion, the licenses are being used as a floating license or used in a manner that would circumvent a

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greater amount of licenses being purchased.

4.2.i.5. Syncfusion will, in its sole discretion, make the final determination as to the number of copies of the Licensed Product that Customer must license in order to provide adequate copies depending on Customer's specific use case, which includes developer count and Documents created.. Syncfusion will make allowances for testers and will not count computers that constitute dedicated build machines.

4.2.i.6. Customer acknowledges that any breach of 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) Customer acknowledges and agrees that Customer's installation of the Licensed Product 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 distribution purposes as set forth elsewhere in this Agreement; and

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

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

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

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

(m) **Open Source Project Terms:** Should Customer use the Licensed Product to create any Open Source Project(s), and share such Project(s) with others, Customer will abide by the following additional terms. Failure to abide by any of the following additional terms is a material breach of this Agreement which will result in immediate termination of all rights granted hereunder. Upon breach of this section titled "Open Source Project Terms," Customer is immediately liable for all damages caused directly or indirectly by Customer's breach of this Agreement.

a) Customer must ensure that any person or entity obtaining any Syncfusion code, Licensed Assemblies, or dependencies as a result of the Open Source Project must obtain their own licensed copy of the Licensed Product from Syncfusion.

b) Customer shall not distribute any Syncfusion binaries as part of an open-source project.

c) The Open Source Project(s) may not be licensed under any viral code license, copyleft license, General Public License (GPL), to include, but not be limited to GNU or GPL, or any similar licenses.

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

4.3. Customer acknowledges and agrees that the Licensed Program contains certain features that allow Customer to develop Customer products that implement different versions of the Microsoft® Office User Interface and/or similar interfaces. Customer acknowledges and agrees that such features shall not be used by Customer under any circumstance unless Customer obtains a license for the relevant Microsoft® Office User Interface directly from Microsoft®. Customer further acknowledges and agrees that the Licensed Product may contain optional components that are licensed under the MIT/BSD License or similar open-source licenses. Accordingly, Customer explicitly acknowledges and hereby agrees that it is solely responsible for obtaining any necessary third-party licenses and for operating in compliance with any such third party licenses if Customer chooses to use any such optional third party software components. Further information regarding such third-party licenses is available in **Schedule D (Third Party Licenses and Attributions)**.

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

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not provide indemnification regarding OPX licenses.

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

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

6. Term and Termination:

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

Upon expiration or termination of any Team, Project, Division, or Global License, Customer is obligated to do all of the following:

- (a) Customer shall immediately return or destroy the Licensed Program and copies thereof as directed by Syncfusion and, if requested by Syncfusion, certify in writing as to the destruction or return of the Licensed Product and all copies thereof.
- (b) Customer will remove the Licensed Product and Licensed Assemblies from any Customer product or other software that is used internally within Customer's organization (including that of its subsidiaries and affiliates).
- (c) If requested by Syncfusion, Customer shall scan its systems in accordance with instructions provided by Syncfusion, and furnish results to Syncfusion indicating the Licensed Product has been completely removed.
- (d) After complete removal from Customer's systems, Customer does not need to recall Customer's products which were distributed for external use (i.e., by Customer to individuals outside of Customer's organization, subsidiaries, and affiliates) prior to any such expiration or termination of the Agreement. However, Customer cannot continue to possess, lease, license, or provide maintenance to any applications that contain or depend on the Licensed Product(s).
- (e) Customer acknowledges and agrees that Customer will no longer have the right to possess the Licensed Assemblies, and subsequently cannot distribute any software code or application that includes the Licensed Product.
- (f) Programmatic End Users and Non-Programmatic End Users may not create any new Documents once the subscription is terminated and, if requested by Syncfusion, Customer shall provide an official written statement on its company letterhead, signed by its legal counsel, certifying that no new Documents will be created by any Programmatic End Users or Non-Programmatic End Users once the subscription is terminated.
- (g) Customer must ensure all distributed applications have technical mechanisms in place to prevent the creation of Documents after the termination or expiration of the subscription term.
- (h) Customer will ensure all Programmatic End Users and Non-Programmatic End Users comply with all of Customer's obligations under this Agreement, and Customer is responsible for their acts and omissions relating to this Agreement as though they were those of Customer. Any breach of the terms of this Agreement by any Programmatic End User or Non-Programmatic End User be considered Customer's breach.
- (i) Subscriptions may only be canceled prior to the beginning of each subscription term, provided the Licensed Product is also removed in accordance with the terms of this Agreement. The minimum term will be one(1) year, even if paid in monthly installments.
- (j) 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.
- (k) 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.
- (l) In the event that Customer has failed to pay any required fee(s), whether an initial license fee or fee for additional licenses, maintenance, subscriptions, or any other services, Syncfusion shall give written notice to Customer of such default, and if such default has not been remedied in full within five (5) days of such notice, all licenses granted hereunder

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are hereby automatically revoked without further notice. Once any licenses are revoked for failure to pay license fees, all distribution of the Licensed Product, including under prior agreements, shall be strictly prohibited. Syncfusion shall not be required to give any written notice in the event that Customer's material breach of this Agreement results in the immediate termination of the license granted under this Agreement.

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

(n) 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 Team, Project, Division, or Global License, immediately return or destroy the Licensed Program(s) and copies thereof as directed by Syncfusion and, if requested by Syncfusion, certify in writing as to the destruction or return of the Licensed Product and all copies thereof

6.2 Sections 5, 7, 8, 9, 11, 16, and 17 of this Agreement shall survive the expiration or termination of Customer's license and this Agreement.

7. Warranty:

7.1 Upon installation on the Computer System, the Licensed Program(s) will perform in all material respects in accordance with the specifications in the Documentation for a period of sixty (60) days. Should Customer discover a defect within this sixty (60)-day time frame, Customer must supply Syncfusion with written notice which specifies the nature of such defect and provide sufficient detail for Syncfusion to address and remedy the claimed defect. Such notice must be delivered to Syncfusion within such 60-day time frame. Syncfusion shall have forty-five (45) days from the date it receives such notice to cure the claimed defect. Customer's sole remedy for any defect in the Licensed Program(s) not cured in the 45-day period shall be to terminate this Agreement and receive a refund of amounts paid. Any modification or attempted modification of the Licensed Product by Customer or any failure by Customer to implement any improvements or updates to the Licensed Product as supplied by Syncfusion shall void this limited warranty. Syncfusion shall not be responsible for any defect in, or any defect caused by, any additions or modifications to the Licensed Product by Customer.

7.2 EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED ABOVE IN THIS SECTION SYNCFUSION MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING.

8. Indemnification:

8.1 Subject to the limitation of liability set forth in Section 9 below, Syncfusion shall indemnify Customer in any action, suit, or proceeding brought against Customer insofar as it is based on a claim that the Licensed Product delivered hereunder infringes any United States copyright.

8.2 Indemnity hereunder does not extend to any claims of infringement or misappropriation of any patent, trade secret, trademark, or other intellectual property rights,

8.3 Customer acknowledges and agrees that the only entity that can be liable for indemnification under this Agreement is Syncfusion.

8.4 Indemnification hereunder shall be contingent upon Customer providing prompt notice of such claim in writing, and upon Customer granting Syncfusion full authority, information, and assistance (at Syncfusion's expense, up to the limitation of liability) for the defense of such claim.

8.5 Subject to the limitation of liability of Section 9.2 and the terms and conditions herein, Syncfusion shall pay all damages and costs finally awarded therein against Customer following the final resolution of any such claims before a court of competent jurisdiction. Syncfusion shall not be responsible for any compromise(s) made without its consent.

8.6 Syncfusion may, at its option and expense, (a) replace or modify the Licensed Product so that infringement will not exist or (b) refund to Customer prepaid License Fees on a pro-rata basis.

8.7 Syncfusion's indemnification hereunder shall not extend to any infringement or claim thereof which is based upon (i) the combination of the Licensed Product delivered here under with any software or device not supplied by Syncfusion; (ii) any specifications provided to Syncfusion by Customer; or (iii) modifications to the Licensed Product not performed by Syncfusion.

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

9.1 The Licensed Program(s) are tools that are not intended to replace the professional skills and judgment of Customer and its employees, agents and consultants. Customer alone shall be responsible for the accuracy and adequacy of information and data furnished for processing and any use made by Customer of the output of the Licensed Program or any reliance thereon by Customer or users of Customer products. Customer shall also be responsible for the continued operation and maintenance of

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the computer equipment and the third-party software used with the Licensed Program. For these reasons, Customer agrees to be solely responsible for the design, repair, and configuration of Customer's equipment, machinery, systems, and/or products. Customer assumes all risks and liability for results obtained by the use of and/or implementation of the designs developed by Customer that are in any way influenced by the use of the Licensed Program(s) or the provision of services, whether such designs are used singly or in combination with other designs or products. Customer shall protect, indemnify, hold harmless, and defend Syncfusion of and from any loss, cost, damage, or expense, including attorneys' fees, arising from any claim asserted against Syncfusion that is in any way associated with the matters set forth in this Section.

- 9.2** Without limitation of Section 9.1 above, and to the fullest extent permitted by law, the liability of Syncfusion for any claim relating to the subject matter of this Agreement, regardless of the form of action, whether in contract or tort, including claims of negligence or claims of intellectual property infringement against Syncfusion, shall be limited to the total of all amounts Customer has paid to Syncfusion for the Licensed Program(s) or services that are finally determined by a court of competent jurisdiction to have caused damages or that are related to the cause of action. The limitation of liability hereunder shall be further limited to amounts received by Syncfusion from Customer for the then-current subscription term as of the date that Customer provides Syncfusion with written notice of such claim. Syncfusion is not required to spend more than the amounts received by Syncfusion from Customer for the then-current subscription term as of the date that Customer provides notice of a claim, including without limitation on attorneys' fees, court costs, settlements, judgments, and reimbursement of costs. In no event shall Syncfusion be liable for any incidental, indirect, exemplary, special, or consequential damages including, without limitation, loss of use, loss of profits, or other consequential damages, even if Syncfusion has been advised of the possibility of such damages. Moreover, Syncfusion will not be subject to any additional liability for any breach of any statutory obligation that is beyond the explicit remedies noted in any such statute and the maximum liability by Syncfusion will be subject to the limitation of liability noted in this Section.
- 9.3** If applicable law limits the application of any of the provisions stated herein, Syncfusion's liability will be limited to the maximum extent permissible.
- 9.4** No action, regardless of form, relating to the transactions under this Agreement may be brought by Customer more than one (1) year after the event giving rise to the cause of action has occurred.
- 9.5** For the avoidance of doubt, Syncfusion assumes no liability whatsoever under any circumstances that may arise from a claim of patent infringement against Customer or a licensee of Customer's products.
- 9.6** Customer acknowledges and agrees that Syncfusion disclaims and therefore accepts no liability, in any form, for any claim relating to any open source software. Further, Customer acknowledges and agrees that Syncfusion shall have no liability, in any form, for any data loss caused by Customer's use of any open source software in any manner or form.

10. Maintenance and Support:

- 10.1** Maintenance and Support services are included under all Team Licenses, Project Licenses, Division Licenses, and Global Licenses. Maintenance and Support services are provided in accordance with the terms of Syncfusion's then-current Service-Level Agreement (SLA). A current version of the SLA is available from Syncfusion upon request.
- 10.2** Syncfusion requires each copy of the Licensed Program be assigned to an individual End-User for the purpose of providing Maintenance and Support services. Accordingly, Customer acknowledges and agrees that it will be required to provide information to Syncfusion that Syncfusion reasonably requests to identify each individual End-User in order for Syncfusion to provide such Maintenance and Support services.
- 10.3** Syncfusion reserves the right, in its sole discretion, to limit or suspend Maintenance and Support services should Syncfusion determine Customer is abusing Maintenance and Support services and/or is acting in violation of Section 18 of this Agreement. Examples of such abuse include, but are not limited to, (i) Customer personnel making excessive use of Syncfusion support resources, (ii) Customer personnel making unreasonable demands of Syncfusion support personnel, or (iii) Customer maintaining only a single or small number of valid licenses while allowing multiple End-Users to share fixes and support services obtained by other End-Users.
- 10.4** Maintenance and Support services are provided to Customer only. All help tickets, or maintenance and support requests, must be submitted by Customer and may not be submitted by any third party on behalf of Customer, unless third parties are allowed pursuant to a Master License Agreement signed by both Customer and Syncfusion. This prohibition against the use of third parties includes, but is not limited to, (i) Customer's use of a third party to submit help tickets on Customer's behalf, (ii) Customer submitting a help ticket on behalf of a third party, (iii) Customer using a third party to submit a request for support. Further, Customer cannot use any third party to provide maintenance, support, or updates to the Licensed Product or any Customer product or other software application that incorporates the Licensed Product; all Maintenance and Support services must be obtained directly from, and only from, Syncfusion. Customer acknowledges that any breach of this Section 10.5 will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder.
- 10.5** Maintenance and Support services are subject to Fair Use limits. These limits are currently defined as up to one hundred sixty (160) hours of work each month or if in Syncfusion's sole opinion, the Customer is submitting tickets that would exceed the industry standard of fair use. Syncfusion will review all support requests from customers with at least ten times the average

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number of such requests to determine whether they meet these guidelines.

11. Confidentiality and Proprietary Rights:

11.1 Syncfusion provides an off-the-shelf product. Syncfusion does not collect or require Customer's confidential information. No information disclosed by the Customer to Syncfusion will be considered Confidential Information, even if so marked or designated, unless it meets the requirements included in this Section. "**Confidential Information**" shall mean any non-public, sensitive information which could reasonably be considered confidential (including without limitation any formula, pattern, compilation, program, device, method, technique, or process) that is disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") pursuant to this Agreement. Confidential Information of Syncfusion includes, but is not limited to, the terms of this Agreement, the Licensed Product, the Licensed Programs, the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Licensed Program(s), the Documentation, and pricing information. Confidential Information shall not include information that either party can demonstrate: (i) at the time of disclosure is in the public domain or is otherwise available to the Receiving Party other than on a confidential basis; (ii) after disclosure, becomes a part of the public domain by publication or otherwise through no fault of the Receiving Party; (iii) was disclosed to the Receiving Party by a third party not under an obligation of confidentiality to the Disclosing Party; or (iv) is or has been independently developed by the Receiving Party (as evidenced by the Receiving Party's written records) without access to any Confidential Information of the Disclosing Party.

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

12. Export: Customer acknowledges that the Licensed Product, including the Licensed Assemblies, provided hereunder may be subject to the export control laws, rules, regulations, restrictions, and national security controls of the United States and other applicable foreign agencies (the "Export Controls"). Customer agrees to abide by the Export Controls, and that any Licensed Product and Licensed Assemblies licensed hereunder will not be exported (or re-exported from the country where it was first installed), directly or indirectly, separately or as part of a system, sold, leased, or otherwise transferred without Customer, at its own cost, first obtaining all necessary licenses from the United States Department of Commerce and any other appropriate agency of the United States Government as may be required by law. Customer acknowledges that it shall be solely responsible for determining the extent of any such licenses required, and for any costs associated with complying with the requirements of this Section 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 (an "Export Claim") and shall pay any judgments or settlements reached in connection with the Export Claim as well as Syncfusion's costs of responding to any such Export Claim.

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

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

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

16. Audit:

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

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

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

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

16.2.3 Documents: If requested by Syncfusion, Customer shall provide an official written statement on its company letterhead, signed by its legal counsel, certifying the total number of Documents created by all Programmatic End Users and Non-Programmatic End Users. Failure to provide such cooperation is a material breach of this Agreement that is not subject to cure, and Syncfusion reserves the right to immediately terminate all rights licensed under this Agreement for such breach without further notice. Under such circumstances, Customer must remove the Licensed Product immediately upon termination in accordance with the terms of this Agreement.

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.

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

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

- 17.3** It is expressly agreed that the parties are acting hereunder as independent contractors. Under no circumstances shall any of the employees of one party act on behalf of, or be deemed the employees of, the other party for any purpose.
- 17.4** Syncfusion shall have the right, but no obligation, to use Customer's name and Customer's logo in a list of Syncfusion's licensees. Such list of licensees will only identify Customer by name and/or logo, but will not make any statement about the relationship between Syncfusion and Customer without Customer's permission. Syncfusion will remove Customer's name from any such list upon sixty (60) days' written notice from Customer.
- 17.5** Customer acknowledges and agrees that Syncfusion shall have the right, but no obligation, to provide communication to the Customer, in multiple forms, to include email, without a violation of any email regulation or law, including but not limited to the CAN-SPAM Act of 2003 or similar laws and/or regulations. Customer may opt out of receiving marketing emails by contacting sales@syncfusion.com.
- 17.6** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 17.7** The obligations of Customer under Sections 5, 11, 12 and 13 hereof are of a special and unique character which gives them a peculiar value to Syncfusion and its Vendors for which neither Syncfusion nor its Vendors can be reasonably or adequately compensated in damages in the event Customer breaches such obligations. Therefore, Syncfusion and its Vendors shall, in addition to other remedies which may be available, each be entitled to injunctive and other equitable relief in the event of the breach or threatened breach of such obligations.
- 17.8** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three (3), with one (1) arbitrator being named by each party and the third arbitrator being chosen by the other two (2) arbitrators. The place of arbitration shall be Raleigh, North Carolina, and the laws of North Carolina shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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

- 17.9** This Agreement shall be governed by the substantive laws of the state of North Carolina without regard to any conflict of law provisions. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, or by the Uniform Commercial Code, the application of which is expressly excluded. The parties agree that sole jurisdiction and venue for any dispute relating to this Agreement shall be in a federal or state court located in Wake County, North Carolina.
- 17.10** This Agreement shall be binding on you by your clicking on the "YES" button and/or downloading and using the licensed product. If the parties hereto execute this Agreement in writing by an exchange of faxed signed copies hereof, it shall be binding by such exchange of signed copies. In the event of such an exchange, this Agreement shall become binding on both parties and shall constitute admissible evidence of the existence and binding effect of this Agreement.
- 17.11** The terms and conditions of this Agreement apply to any and all Vendor software included with or embedded in the

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Licensed Program(s).

17.12 Subscription licenses cannot be downgraded.

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

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

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

17.12.4 Team Licenses cannot be downgraded under any circumstances.

17.13 Should Customer consolidate with or merge with any other entity where Customer is the continuing or surviving corporation, Syncfusion, in its sole discretion, may reassess the License Fee for renewal terms beginning with the year such consolidation or merger takes place. Pricing determinations will be based on several factors, including, but not limited to, development, distribution, downloads, usage, support, and implementation.

18. Bullying or Harassing Behavior: Customer may not display Bullying or Harassing Behavior when engaging with Syncfusion's employees or associates; such acts will constitute a material breach of this Agreement. For purposes of this Agreement, "Bullying or Harassing Behavior" shall mean any written, electronic, or verbal communication, or physical act, which is insulting, hurtful, hostile, vindictive, cruel, or malicious that may cause humiliation or intimidation. Bullying or Harassing Behavior also includes, but is not limited to, acts reasonably perceived as being motivated by any actual or perceived differentiating characteristic, such as race, color, religion, ancestry, national origin, gender, socioeconomic status, gender identity, physical appearance, sexual orientation, or mental, physical, developmental, or sensory disability.

19. Data Management and Security: Pursuant to this Agreement,

a) Syncfusion does not provide data storage or processing.

b) Syncfusion does not collect, store, otherwise process, or have directly disclosed to it Customer data.

c) Other than necessary information to assign licenses, which includes names and correlating email addresses, Syncfusion will not 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, other than the information specifically requested by Syncfusion to assign licenses, then Syncfusion will treat any such disclosure as a material breach of this Agreement. Samples are not part of the Licensed Product. If a Sample includes any component that utilizes an API integration, Customer must use their own API key. For more information on Samples, please see Schedule E.

d) Once a license is assigned, each individual user will receive a unique identifier with a token key that will activate such user's respective account.

e) If a Customer utilizes the customer portal, Customer can assign licenses to individual users directly, without contacting Syncfusion.

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

g) Customer is on notice of Syncfusion's Privacy Policy found here: <https://www.syncfusion.com/privacy> and Customer recognizes that this Privacy Policy is not part of this Agreement and that this Agreement does not restrict Syncfusion's right to revise its Privacy Policy.

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

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

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

20. AI Integrations. The Licensed Product and Samples may contain AI integrations via API key. These features do not operate without the provision of a third party API key (not provided by Syncfusion). If Customer does use AI features, then the following additional terms apply.

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

IF YOU DO NOT AGREE WITH THE ABOVE TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL, OR USE THE LICENSED PRODUCT.

[YES](#) I agree to be bound by the terms and conditions of this License Agreement.

[NO](#) I decline to be bound by the terms and conditions of this License Agreement.

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Schedule A

Deployment Licenses

Licensed Products for operation under Server Environments

The Syncfusion Essential Studio Document SDK is licensed for deployment in server environments, including but not limited to ASP.NET Core, ASP.NET MVC, Blazor, and other supported platforms.

The Document SDK includes document processing libraries that enable the creation, editing, conversion, and rendering of Word, PDF, Excel, and PowerPoint files programmatically.

All products are subject to the terms specified in this agreement. The Document SDK, when deployed on a server, may not be used for software development purposes unless each End User accessing such product is duly licensed under the terms of this agreement.

Schedule B

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

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

- Essential Studio® Document SDK – Includes document processing libraries to process Word, PDF, Excel, and PowerPoint programmatically.

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Schedule C

Licensed Assemblies

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

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Schedule D

Third Party Licenses and Attributions

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

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

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

Number	Third Party Software Name	License Type	GitHub/ Microsoft® Reference links	License Links
1.	Chromium	The Licensed Product(s) may utilize third party open-source software code and technologies from Chromium. It is your obligation to understand and abide by any Chromium terms; Syncfusion shall have no liability whatsoever under any circumstances arising from third party open-source software code and technologies.	N/A	http://www.chromium.org
2.	Tesseract library	APACHE 2.0	https://github.com/tesseract-ocr/tesseract	https://github.com/tesseract-ocr/tesseract/blob/main/LICENSE
3.	Microsoft®–Windows Environment	Customer acknowledges and agrees that it must obtain licenses from Microsoft® for any and all software products reasonably required for any software developer to operate in a Windows® environment.	N/A	N/A
4.	Apple–iOS Environment	Further, Customer acknowledges and agrees that it must obtain licenses from Apple, Inc. for any and all software products reasonably required for any software developer to operate in any environment provided by	N/A	N/A

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		Apple such as the iOS™ environment. This requirement shall apply only if Customer uses products designed to operate in any Apple provided platforms.		
5.	Google – Android Runtime	Customer acknowledges and agrees that it must obtain licenses from Google, Inc. and any contributing licensors for any and all software products reasonably required for any software developer to operate in any environment provided by Google such as the Android™ environment. This requirement shall apply only if Customer uses products designed to operate in the Android environment.	N/A	N/A
6.	Newtonsoft.Json	MIT	https://github.com/JamesNK/Newtonsoft.Json https://www.nuget.org/packages/Newtonsoft.Json/	https://github.com/JamesNK/Newtonsoft.Json/blob/master/LICENSE.md
7.	SkiaSharp library	MIT	https://github.com/mono/SkiaSharp	https://github.com/mono/SkiaSharp/blob/main/LICENSE.md
8.	SkiaSharp.HarfBuzz library	MIT	https://github.com/mono/SkiaSharp	https://github.com/mono/SkiaSharp/blob/main/LICENSE.md
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Schedule E

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