

## SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE IS A LEGAL AGREEMENT (THE “AGREEMENT”) BETWEEN YOU, (“YOU”, “YOUR”, OR “CUSTOMER”), AND SYNCFUSION, INC., A DELAWARE CORPORATION WITH ITS PRINCIPAL PLACE OF BUSINESS LOCATED AT 9001 AERIAL CENTER PARKWAY, SUITE 110, MORRISVILLE, NC 27560 (“SYNCFUSION”).

CAREFULLY READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT PRIOR TO DOWNLOADING AND/OR INSTALLING OR USING THE LICENSED PRODUCT (AS HEREINAFTER DEFINED).

BY CLICKING THE “[YES](#)” BUTTON, YOU ARE ACCEPTING ALL OF THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “[NO](#)” BUTTON AND DO NOT DOWNLOAD AND/OR INSTALL OR OTHERWISE USE THE LICENSED PRODUCT.

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

**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.**

1. This Agreement contains the entire understanding of Syncfusion and Customer and supersedes all prior written or oral communications between the parties with respect to the subject matter hereof. This Agreement does not operate as an acceptance of any conflicting terms and conditions and shall prevail over any conflicting provisions of any purchase order of Customer or any other instruments. By clicking the “[YES](#)” button below, Customer acknowledges that it has reviewed the terms and conditions of this Agreement and agrees to be legally bound thereby.

### 2. Definitions:

- 2.1 **Licensed Program(s)** means the source code version or executable version of the Syncfusion software as appropriate, as well as any updates or new versions that may be delivered by Syncfusion to Customer during the term of this license.
- 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 **Licensed Product** means, collectively, the Licensed Program(s) and Documentation.
- 2.5 **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.

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### 4. License Grant:

4.1 Syncfusion hereby grants to Customer a limited, non-exclusive, non-transferable license to the Licensed Product solely for Customer's internal use. Customer may make multiple copies of the Licensed Product, so long as Customer includes all Syncfusion proprietary rights notices on such copies. However, such 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. No internal transfer of any copies of the Licensed Program from one individual end-user to another is permitted except as set forth in Section 10.2. All use of the Licensed Program(s) shall be 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, nor describe the results of any benchmarking of the Licensed Program(s), whether or not obtained with Syncfusion's assistance, to any third party.
- (d) Customer shall not combine the Licensed Program(s) with other software licensed by Customer from any third parties if such software is substantially similar to that of the Licensed Program(s).
- (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 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, and may not be used solely for Customer's internal use. 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) 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 may re-distribute retail/release builds of Syncfusion libraries along with Customer's product(s) provided that the Syncfusion libraries are not directly accessible for use within Customer's product(s) and/or outside of it, and that such Customer product(s) are not deployed in a server environment** (except as allowed under Section 4.2(g) of this Agreement). No other part of the Licensed Product or Licensed Program may be re-distributed by Customer.
- (f) Customer 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 products were created while Customer is under a valid Maintenance and Support services subscription. Customer acknowledges and agrees that any re-distribution of any 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.
- (g) 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, subject to the conditions of this Section 4(g). A complete list of such Licensed Products is set forth on Schedule A to this Agreement. All Licensed Products include server deployment licenses. Schedule B 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 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(g) will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder.
- (h) Syncfusion reserves all rights to the Licensed Product not specifically granted herein.

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4.3 Customer acknowledges and agrees that the Licensed Program contains certain features related to the Microsoft® Office 2007 User Interface that shall not be used by Customer under any circumstance unless Customer obtains a license directly from Microsoft. Information regarding such a license may be obtained from Microsoft at <http://msdn2.microsoft.com/en-us/office/aa973809.aspx>. Syncfusion provides this link for Customer's convenience and makes no representation or warranty with regard thereto.

**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 herein, the term of the license set forth in this Agreement is perpetual. The license shall be for a period commencing upon the date of shipment of the Licensed Product and continuing until such time as Customer discontinues use of the Licensed Product on the Computer System or this Agreement is terminated, but otherwise without limitation as to duration.

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. 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.

6.3 Customer agrees, upon expiration of the license term or upon termination by reason of Customer's default, to 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 Sections 5, 7.2, 9, 11 and 16 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) communicated to Syncfusion within the foregoing 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 specifying the 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 warranty. Syncfusion shall not be responsible for any defect in, or 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:** Syncfusion shall defend any action, suit or proceeding brought against Customer in so far as it is based on a claim that the Licensed Product delivered hereunder infringes any United States patent or copyright issued or registered, as of the date of this Agreement. 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) for the defense of such claim. Syncfusion shall pay all damages and costs awarded therein against Customer, but shall not be responsible for any compromise made without its consent. Syncfusion may, at its option and expense, replace or modify the Licensed

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Product so that infringement will not exist or 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) specifications provided to Syncfusion; 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. 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 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 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 alleged to have caused damages or that are related to the cause of action. 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.

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

10.1 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 declined to purchase Maintenance and Support services; or (ii) Customer must pay an upgrade fee to update the License 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 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 providing efficiently Maintenance and Support services. Accordingly, Customer will be required to provide information to Syncfusion to reasonably identify each individual end-user in order for Syncfusion to provide such Maintenance and Support services under a Maintenance and Support services subscription. No internal transfer of any copies of the Licensed Program from one individual end-user to another is permitted once Customer's Maintenance and Support services subscription lapses.

### **11. Proprietary Rights:**

11.1 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)

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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 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 data and 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.

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

**12. Export:** Customer acknowledges that the Licensed Product provided hereunder may be subject to export controls. Customer agrees that any Licensed Product 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, 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 any costs associated with complying with the requirements of this Section 12.

**13. Government Contracting:** If the Licensed Product is used in connection with United States government or other government contracting or subcontracting, Customer shall ensure that no government entity shall acquire any rights of any nature in the Licensed Program(s).

**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, customers 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. General:**

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

16.2 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 a writing, directly referencing the Agreement, and signed by authorized representatives of both parties.

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

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- 16.4 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.
- 16.5 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 third party vendors for which neither Syncfusion nor its third party vendors can be reasonably or adequately compensated in damages in the event Customer breaches such obligations. Therefore Syncfusion and its third party vendors shall, in addition to other remedies which may be available, each be entitled to injunctive and other equitable relief in the event of the breach or threatened breach of such obligations.
- 16.6 This Agreement shall be governed by the laws of the state of North Carolina. 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 are expressly excluded. The parties agree that sole jurisdiction and venue for any dispute relating to the Agreement shall be in a federal or state court in Wake County, North Carolina.
- 16.7 The parties hereto may execute this Agreement by an exchange of faxed signed copies hereof. 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.
- 16.8 The terms and conditions of this Agreement apply to any and all Vendor software included with or imbedded in the Licensed Program(s).

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

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

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

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### **Schedule A**

Products currently enabled for use with server environments such as ASP.NET

Essential Tools, Essential Grid, Essential Chart, Essential Diagram, Essential Grouping, Essential ExcelRW /  
XlsIO, Essential Calculate, Essential PDF, Essential DocIO

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### Schedule B

<b>Product name</b>	<b>Server side deployment licenses included (Yes / No / NA)</b>	<b>Number included with product</b>
Essential Tools (ASP.NET)	Yes	Unlimited
Essential Grid (ASP.NET)	Yes	Unlimited
Essential Chart (ASP.NET)	Yes	Unlimited
Essential Diagram (ASP.NET)	Yes	Unlimited
Essential Edit	Not applicable	-
Essential Grouping (ASP.NET)	Yes	Unlimited
Essential ExcelRW / XlsIO (ASP.NET)	Yes	Unlimited
Essential Calculate (ASP.NET)	Yes	Unlimited
Essential PDF (ASP.NET)	Yes	Unlimited
Essential HTMLUI	Not applicable	-
Essential DocIO	Yes	Unlimited