

This Software License Agreement (the "**Agreement**") is a legal agreement between you ("**You**", "**Your**" or "**Customer**") and Fenix Alliance Inc., a Delaware corporation headquartered at 16192 Coastal Highway, Lewes, Delaware 19958 ("**Fenix Alliance**").

This license is for Alliance Business Suite Enterprise Edition, Alliance Business Suite Studio Edition, Alliance Business Suite UWP Edition, Alliance Business Suite POS Edition, Alliance Business Suite Pocket Edition y Alliance Business Suite Web Assemblies Edition.

Fenix Alliance licenses some of its products by copy (hereinafter referred to as commercial licenses) or under a project license, corporate division license, or enterprise license. Your right to use any given copy of a Fenix Alliance software product is generally set forth in this Agreement. In the event that your copy of this software product is licensed under a project license, division license, or global license, additional terms and conditions that will be set out in a separately signed written agreement will also apply.

Please read carefully all terms and conditions of this Agreement before downloading and/or installing or using the Licensed Product (as defined below). This Agreement between You and Fenix Alliance sets forth the terms and conditions of use of the Licensed Product. For the purposes of this Agreement, the effective date of this Agreement shall be the date on which you click the "YES" button below.

BY MAKING USE OF ALLIANCE BUSINESS SUITE®, YOU AGREE TO ALL CLAUSES AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT WHICH IS CONSTITUTED IN A BINDING AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL OR USE THE LICENSED PRODUCT.

IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE CONTACT FENIX ALLIANCE BEFORE USING THE SOFTWARE PRODUCT VIA EMAIL AT SALES@FENIX-ALLIANCE.COM OR BY PHONE AT +1 (206)-5886716.

1. General Provisions:

This Agreement, together with Fenix Alliance's privacy policy and cookie policy (incorporated by reference), contains the entire understanding of Fenix Alliance and Customer and supersedes all prior written or oral communications between the parties with respect to the subject matter herein. The conclusion of this Agreement does not function as an acceptance of the terms and conditions that conflict with the terms hereby, and the terms of this Agreement shall prevail over any alleged conflicting provision that may appear in any purchase order of the Customer or any other instrument. By using the licensed products or by explicitly accepting this Agreement, You acknowledge and hereby agree that You have reviewed the terms and conditions of this Agreement and agree to be legally bound. This Agreement also includes the attached Schedule A (Implementation Licenses), Schedule B (Licensed Programs), Schedule C (Licensed Assemblies) and Schedule D (Third Party Licenses and Attributions), each of which is incorporated herein by this

reference. In the event that the Customer believes that the order terms apply, the only remedy is a prorated refund.

2. Definitions:

- a. **Community License** means a limited license that may be granted to an individual End User (defined below), entity or organization, and is subject to the significant limitations of use set forth in Section 4.2(l).
- b. **Computer System** means the computer hardware equipment on which Customer has chosen to install and/or run a given copy of the Licensed Programs.
- c. **Documentation means** a copy of the documentation provided by Fenix Alliance with the Licensed Programs, such as user manuals and/or online help.
- d. **End User** means an individual named person who has been granted rights to use the Licensed Product under this Agreement.
- e. **Licensed Assemblies means** the compiled binaries of the Fenix Alliance software. A complete list of Licensed Assemblies is set out in List C.
- f. **Licensed Product** collectively means Licensed Programs and Documentation.
- g. **Licensed Program(s) means the source code version or executable version of** the Fenix Alliance software, as well as the Licensed Assemblies, as applicable, as well as any updates or new versions thereof that may be delivered by Fenix Alliance to Customer during the term of this license.
- h. **Platform** means a specific web application framework, such as the .NET 5 platform, ASP.NET, ASP.NET MVC, ASP.NET Core, the JavaScript platform, the Silverlight platform, the Windows Forms platform, the Windows Phone platform, the Windows RT platform, the Universal Windows Platform (UWP), the Xamarin platform, the Android platform, the iOS platform, and the Windows Presentation Foundation ("WPF") platform, among others. Certain additional restrictions may apply to Licensed Programs and Maintenance and Support service subscriptions provided to Customer based on the Individually Licensed Program and platform.
- i. **Provider(s)** means third parties who provide Fenix Alliance with parts of the Licensed Program(s). Certain Supplier software is licensed to be used in conjunction with the Licensed Programs and not for any other use.

3. License Fee:

- a. The license fee ("**License Fee**") is the addition of the fees for the Licensed Programs selected by Customer.
- b. The License Fee is due and payable by the Customer upon receipt of the Fenix Alliance invoice. All payments under this Agreement will be made in United States dollars, and if not paid within thirty (30) days of appropriate, they will be subject to interest at the rate of eighteen percent (18%) or the maximum amount allowed by applicable law, if less, calculated from the date the payment was due until payment was made. In addition, Customer agrees to pay Fenix Alliance's cost of collecting any amounts due under this Agreement, including, but not limited to, reasonable attorneys' fees.

4. Licensing:

- a. Fenix Alliance grants Customer a limited, non-exclusive, non-transferable license to the Licensed Product for use on a specific Platform, solely for the purpose of developing Customer's products. For the avoidance of doubt, Customer agrees that the Licensed Product is delivered under a licensing model and is not sold. Any use of the Licensed Programs by You will be made solely in accordance with the Documentation.
- b. All licenses are subject to the following limitations:
 - a) The Licensed Product will only be used by Customer for Customer's sole and exclusive benefit, and will not be used to provide timeshare services or other similar services.
 - b) Customer will not transfer, distribute or sublicense the Licensed Product to third parties, and Customer's license will automatically terminate in the event of such transfer or distribution.
 - c) You will not lease or provide the Licensed Programs or allow the use of the Licensed Programs by or on behalf of third parties (including any third-party contractors) or describe the results of any benchmarking of the Licensed Programs, whether or not obtained with the assistance of Fenix Alliance or third parties. Customer may not use an external contractor to use the licenses on Customer's behalf. A breach of this section is a material breach of the agreement and will result in the immediate termination of all Customer's license rights.
 - d) Fenix Alliance strongly recommends that You do not combine licensed Programs with other licensed third-party software, if such third-party software is substantially similar to that of the Licensed Programs. Such use of third-party software may create technical difficulties, including but not guilty of interoperability; therefore, any use of third-party software is at Customer's discretion and the Customer shall assume any liability that may arise from such use.
 - e) You may not use the Licensed Programs in a manner that results in Customer's development of software products that are directly or indirectly competitive with the Licensed Product or any other Fenix Alliance product. In addition, Customer's use of the Licensed Programs should be

for the purpose of developing Customer's products that include significant value-added features. Licensed Programs may not be used to create libraries or other products that are intended to be reused programmatically by anyone. You acknowledge that any breach of this Section 4.2(e) or Section 4.2 (i) will constitute a material breach of this Agreement and result in an immediate termination of the license granted hereby. Subject to the limitations of Section 4.2(f), Customer represents and warrants that (1) Customer's limited right to redistribute retail/release compilations of Fenix Alliance libraries together with Customer's products is only permitted as long as Fenix Alliance libraries are not directly accessible for use within Customer's products and/or outside of It, and that (2) such Customer products are not implemented in a server environment (except as permitted in Section 4.2(h) of this Agreement) (3) and all other terms and conditions of this Agreement have been complied with. No other part of the Licensed Product or Licensed Program may be redistributed by Customer.

- f) Subject to Customer's compliance with all limitations of this Agreement, a Customer operating under a Commercial License may redistribute the retail/release builds of Fenix Alliance libraries incorporated into Customer's products only as long as all modified binaries incorporated into such Customer's products that were created while Customer is under a valid subscription to the Maintenance and Support services. Customer acknowledges and agrees that any redistribution of such modified binaries created when Customer is not under a valid subscription to the Maintenance and Support services will constitute a material breach of this Agreement and will result in the immediate termination of the license granted hereby. Customer may redistribute Licensed Assemblies as long as (i) Customer ensures that such Licensed Assemblies include license checks that prevent the use of Licensed Assemblies for development purposes when such Licensed Assemblies are redistributed as part of Customer's products, and (ii) Customer represents and warrants to Fenix Alliance that Customer's products do not infringe any third-party ownership rights, including but not limited to patent rights. Customer redistribution of Fenix Alliance libraries as part of Customer's products has no royalties for Fenix Alliance.
- g) Customer's right to implement, evaluate, and use the Licensed Programs may be further limited depending on the Platform for which a particular Licensed Program is licensed. In the event that such use is limited to a specific Platform, the permitted Platform(s) will be set out on the invoice provided to you by Fenix Alliance.

4.2.g.1 A license for Alliance Business Suite® Enterprise Edition (including Studio Edition, Reporting Edition, and Business Intelligence Edition) includes the right to use all Licensed Platform Programs on the Fenix Alliance invoice.

- 4.2.g.2 A license for Alliance Business Suite® Studio Edition, Reporting Edition or Business Intelligence Edition includes the right to use the edition specified on the Platform designated on the Fenix Alliance invoice.
- 4.2.g.3 A license for any given Alliance Business Suite ® product, such as Alliance Business Suite® Essential Tools, includes the right to use that Specific Licensed Program on the designated Platform on the Fenix Alliance invoice.
- 4.2.g.4 Any use of a Licensed Program on an unlicensed Platform is considered a material breach of your obligations under this Agreement and may result in termination of your licensed rights and/or your Subscription of Maintenance and Support at Fenix Alliance's sole discretion.
- (h) Commercial/release builds of Licensed Products that are designed to work in server environments may be installed in server environments such as Microsoft ASP.NET, Microsoft ASP.NET Core, Microsoft .NET 5, ASP.NET MVC, and Silverlight, subject to the specific conditions of this Section 4.2(h) and this Agreement. For the avoidance of doubt, a "server" or "server environment" includes physical hardware servers located on Customer's premises or in a hosted environment or in a cloud environment, regardless of whether or not the physical server is a dedicated machine or virtual server installation. Annex A establishes a complete list of deployment licenses that are included at no additional cost with each licensed product. In the event that Customer decides to install one or more of the Licensed Products on a server, Customer will ensure that only Customer's products, and no third-party software program, may create and use the Fenix Alliance libraries contained therein. Customer warrants that such libraries will not be used for any software development purpose. You acknowledge and agree that any breach of this Section 4.2(h) will constitute a material breach of this Agreement and will result in the immediate termination of the license granted hereby.
- (i) You acknowledge and agree that there are additional limitations to 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, provided that Customer includes all Fenix Alliance property rights notices in such copies. However, these multiple copies are for the exclusive use of a single end user and are only allowed for the convenience of that end user to work on more than one computer system non-simultaneously. You acknowledge and agree that copies of the Licensed Product cannot be transferred to 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. Each user who is building Customer's products that depend on or use the Licensed Product in any way is required to be assigned

a licensed copy of the Licensed Product. You further agree that you must ensure that you have an appropriate number of licensed copies of each Licensed Program; Specifically, Customer represents and warrants that it has obtained a copy of the Licensed Program for each individual who writes software applications that create code, use, work, or software testing applications that incorporate the Licensed Programs, including but not limited to evaluators testing software applications written with the Licensed Program with the help of a scripting environment. However, the above, testers who test applications manually (without the help of tools such as a scripting environment) are not required to have a copy of the Licensed Program. For the avoidance of doubt, such evaluators will only be exempt if they have played no role during the development of any part of the application and simply participate in the final manual tests as an end. Fenix Alliance reserves the right to request, and Customer is required to provide no later than thirty (30) days from the date of Fenix Alliance's initial request reasonable assurances of Customer's compliance with the terms of this Section 4.2.i.2. Such warranties must include, but are not 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 applications or software developments) that link to or depend on the Licensed Product, (2) the location of customer's premises where such Products are developed, (3) the means by which Customer's software equipment obtained and shared copies of the Licensed Products, and (4) the size of the equipment (an actual physical count of all individual members of such equipment) working on each application or software development that incorporates or is linked to the Licensed Product. Fenix Alliance reserves the right to request additional information, and Customer will provide such additional information, which Fenix Alliance believes is necessary for such reasonable warranties to be accurate and complete. For the avoidance of doubt, the information requested herein does not constitute an audit of the Customer's environment or operations by Fenix Alliance. In addition, all information disclosed to Fenix Alliance by Customer under this Agreement will be governed by the terms of confidentiality of this **Agreement (Section 11 Confidentiality and Property Rights)**, and no other agreement will be required with respect to the protection of such Customer information.

4.2.i.3 In the event that Customer uses a dedicated build machine to create Customer's products, Customer does not need to have a separate copy of the Licensed Product assigned to the dedicated build machine, but may use a copy of the Licensed Product assigned to the primary user of the dedicated compilation machine. For the avoidance of doubt, Customer agrees that for a particular equipment to constitute a dedicated construction machine, such computer must not contain any 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 to develop software products that use the Licensed Product.

4.2.i.4 No internal transfer of copies of the Licensed Program from one individual End User to another is allowed, except with the express written permission of Fenix Alliance, which may be authorized in Fenix Alliance's sole discretion. Permission for internal transfers will not be granted under any circumstances if Customer is not under a valid subscription to maintenance and support services at the time of (and the period immediately after) Customer's request.

4.2.i.5 Fenix Alliance, in its sole discretion, will make the final determination as to the number of copies of the Licensed Product that Customer must license to provide appropriate copies for Customer's staff and authorized subcontractors. Fenix Alliance will make concessions for evaluators and will not count equipment that constitutes dedicated construction machines.

4.2.i.6 Notwithstanding the limitations of Section 4.2.i.2 and the requirement of Section 4.2.i.4, Fenix Alliance may allow Customer to have all or some subset of the duly licensed copies of the Customer Licensed Product designated as "floating copies" that are not dedicated to any specific End User; However, Customer must first agree to pay a premium license fee for the right to designate such floating copies and sign a written agreement for this purpose. Fenix Alliance reserves the right to grant this special right in its sole discretion.

4.2.i.7 Customer acknowledges that any breach of this Section 4.2(i) shall constitute a material breach of this Agreement and shall result in the immediate termination of the license granted hereby.

(j) Licensed Programs are available individually, each set forth in Schedule B of this Agreement, and as part of a branded suite as an edition of Alliance Business Suite® (currently available in Enterprise Edition, Studio Edition, Reporting Edition, and Business Intelligence Edition). In the event that Customer's license hereby is limited to one or more individual Licensed Programs, Customer may still choose to install one of the available editions of Alliance Business Suite® as set forth in this Section 4.2(j). Customer acknowledges and agrees that Customer's installation of one of the available editions of Alliance Business Suite® (instead of just the Individually Licensed Programs) is considered acceptance of the following additional limitations:

4.2.j.1 Customer may use the libraries included with the Licensed Programs, for which it must hold a valid license for commercial development and redistribution purposes, as set forth elsewhere in this Agreement. And

- 4.2.j.2 Customer may use the libraries included with all other Licensed Programs included in the Alliance Business Suite® edition installed by Customer, but only for internal evaluation purposes and for no other purpose;
 - 4.2.j.3 Customer's use of bookstores for which it does not hold a valid license, for purposes other than internal evaluation, shall constitute a material breach of this Agreement; And
 - 4.2.j.4 Maintenance and support services are not provided for Licensed Programs for which Customer does not hold a valid and fully paid business development license.
- (k) Retail Licenses: Fenix Alliance generally makes licensed Programs available to its smaller customers per copy to allow a single copy or a small number of copies, known as **"Retail Licenses"**. Retail Licenses will only be made available to Customer at Fenix Alliance's sole discretion and only when the number of such End Users is finite and easily verifiable. Accordingly, Fenix Alliance will make a determination as to whether the provision of Commercial Licenses is appropriate under the circumstances applicable to a particular Customer, and reserves the right, in its sole discretion, to refuse to make Commercial Licenses available to a Customer and instead require a particular Customer to purchase a site license, project license, division license, or global license as dictated by the circumstances.
- (l) Community Licenses are subject to the additional restrictions set forth in this Section 4.2(l).
- 4.2.l.1 Community licenses are not available to any government agency or any quasi-governmental agency, regardless of the size of that agency or its budget.
 - 4.2.l.2 Community Licenses may be used by individual end users for any legal purpose, including commercial use, subject to each limitation set forth in this Agreement. Individual End Users may not use any Licensed Product licensed under the Community License on behalf of any entity or organization unless the entity or organization qualifies for Community Licenses under the financial proof set forth below.
 - 4.2.l.3 To qualify for a Community License, an entity or other organization must meet all of the following requirements:
 - 4.2.l.3.1 An entity or organization must have gross annual income of less than ONE million U.S. dollars (\$1,000,000), or foreign currency equivalents, for each year customer wishes to remain a licensee under a Community License. Fenix Alliance reserves the exclusive right to make a final determination as to whether the Customer will initially qualify for, and subsequently retain, the right to hold a Community License. For the purpose of determining and maintaining the admissibility of a Community license, absolutely no derogation shall be made when determining gross annual income. If an entity or organization is controlled by another entity or organization, the controlling entity or organization must also meet the gross annual revenue requirement by

adding all those entities owned or controlled by the parent entity or organization. Community licenses may also be used by nonprofits with a total annual budget of less than ONE million U.S. dollars (\$1,000,000) or their foreign currency equivalent.

- 4.2.1.3.2 An entity organization may not have more than five (5) total developer end users. No entity or organization may hold more than five (5) Community licenses at any given time. Having more than five (5) community licenses at any time will automatically make the entity or organization ineligible for community licenses thereafter, and the entity or organization will remain ineligible even if the number of community licenses should subsequently be below this numerical limit.
- 4.2.1.4 Fenix Alliance reserves the right to request, and Customer shall promptly provide all reasonable cooperation to verify Customer's eligibility to obtain and/or maintain Community Licenses, including access to validation documentation as necessary.
- 4.2.1.5 Community licenses are non-transferable in each and every circumstance.
- 4.2.1.6 Fenix Alliance allows non-college-level classrooms to use the Fenix Alliance community license, only for classroom educational instruction, provided they notify Fenix Alliance and do not use Fenix Alliance in any commercial application.
- 4.2.1.7 Customer may not use Community licenses to provide services on behalf of another entity or organization unless the entity or organization to which the service is provided is also eligible for community licenses under the terms set forth herein.
- 4.2.1.8 Community licenses do not require renewals, as the license will remain valid perpetually as long as Customer remains eligible for a Community License under the terms of this Section 4.2.1.
- 4.2.1.9 If Customer becomes ineligible as set forth herein to continue as a licensee under a Community License, Customer shall immediately notify Fenix Alliance of such occurrence and upgrade to a standard commercial license (whether a Commercial License, a site license, a project license, a division license or a global license as circumstances dictate). Failure to notify Fenix Alliance within sixty (60) days of eligibility constitutes a material breach of the Agreement.
- 4.2.1.10 Community licenses never include access to source code editions of the Licensed Product. Customers who want a source code edition of a Licensed Product must upgrade to a standard commercial license.
- 4.2.1.11 The Community Licensed Product is provided "as is", without warranty of any kind, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement. In no event shall Fenix Alliance be liable for any claim, damage or other liability, whether in a contract action, tort, or otherwise arising out of, outside or in connection with

the Licensed Product or use or other transactions in the Licensed Product when licensed under a Community License.

4.2.I.12 The version of the Licensed Product that is made available as a Community License may be referred to as Alliance Business Suite® Enterprise – Community Edition or Fenix Alliance, you may simply indicate that the Licensed Product is provided under a Community License when licensed under the Community license terms of this Section 4.2.I.

4.2.I.13 Fenix Alliance reserves all rights and may determine only eligibility for any Customer to obtain and hold a Community License. In the event that a person or organization is found ineligible, such persons or organizations will immediately stop using the Community License or upgrade to a commercial license.

(m) Electronic Delivery. All Licensed Programs and Documentation will be delivered electronically unless otherwise specified in a separate written agreement. A Licensed Program will be deemed to have been delivered when made available to Customer for download.

(n) Fenix Alliance reserves all rights to the Licensed Product not specifically granted herein.

4.3 Customer acknowledges and agrees that the Licensed Program contains certain features that allow Customer to develop Customer products that implement different versions of the Microsoft® Office User Interface and/or similar interfaces. Customer acknowledges and agrees that such features will not be used by Customer under any circumstances unless Customer obtains a license for the relevant Microsoft® Office user interface directly from Microsoft. You further acknowledge and agree that the Licensed Product may contain optional components licensed under the MIT/BSD License or similar open-source licenses. Accordingly, Customer explicitly acknowledges and agrees that it is solely responsible for obtaining the necessary third-party licenses and operating in accordance with such third-party licenses if Customer decides to use such optional third-party software components. More information about such third-party licenses can be found in Schedule D (Third Party Licenses and Attributions).

4.4 Fenix Alliance provides access to the Open Programming Extension ("ABS SDK"). ABS SDK does not require you to be a Fenix Alliance client. ABS SDK is a standalone download, stand-alone installation, and is not part of Fenix Alliance Business Suite. ABS SDK requires a separate download and installation, and use of the ABS SDK is not governed by this Agreement. Access to ABS SDK files is provided to you for reference only and is provided "as is" and without any warranty or compensation of any kind. Accordingly, Customer acknowledges and agrees that Customer will remain solely responsible for any claims that may arise from Customer's use of the ABS SDK, regardless of whether such claims arise alone or in connection with any other product provided by Fenix Alliance. For the avoidance of doubt, Customer acknowledges and agrees that Fenix Alliance shall have no liability to Customer under any circumstances related to the ABS SDK. The ABS SDK can contain GPL; Fenix Alliance makes no representations or warranties and does not provide compensation with respect to ABS SDK licenses.

4.5 Fenix Alliance provides optional examples of code created with the Licensed Product; however, such optional code samples are not part of the Fenix Alliance Licensed Products and are only made available for demonstration purposes. Fenix Alliance does not provide products shown in the sample other than the Licensed Product and does not provide any warranty or compensation of any kind related in any way to such sample code. Fenix Alliance does not provide compensation for any optional sample code. Fenix Alliance does not provide any support for any products or technology shown in the optional sample code.

5. Title:

No title or property of the Licensed Product is transferred to Customer. The title and all applicable rights in patents, copyrights, trademarks and trade secrets in the Licensed Product shall remain in Fenix Alliance or third parties from whom Fenix Alliance has obtained rights to license the Licensed Product. The Licensed Product provided below, including the ideas, concepts, knowledge and technology contained therein, is proprietary and confidential and contains trade secrets of Fenix Alliance and its Suppliers, and Customer agrees to be bound and observe the nature of ownership, confidential and trade secret thereof as provided herein. You agree to take appropriate action by instruction or agreement with your employees who are allowed access to the Licensed Product to comply with its obligations hereby. Except as permitted in writing by Fenix Alliance, Customer shall not provide or make available to The Licensed Product or copies thereof to any third party.

5. Term and Termination:

5.1 Subject to the limitations of the Agreement, and provided that the term of this Agreement is continuous and has never been terminated, the term of rights licensed under this Agreement with respect to the continued distribution of compiled binaries created by Customer that (i) incorporate or depend on the Licensed Product, and (ii) were created under a valid subscription to maintenance and support services, and (iii) do not violate or violate the limitations of Section 4.2(f) is perpetual. However, Customer's right to create modified binaries incorporated into Customer's products is limited to the period of time Customer is under a valid subscription to maintenance and support services, as set out in detail in Section 4.2(f). Subscriptions to maintenance and support services under Section 10 are generally limited in duration of one (1) year, subject to renewal at Fenix Alliance's sole discretion. For the avoidance of doubt, Customer acknowledges and agrees that the only part of the licensed rights under this document that is perpetual is the limited right to re-distribute the compiled binaries that were incorporated into Customer's product and that were created when all modified binaries were created under a valid subscription to the Maintenance and Support services.

5.2 Fenix Alliance shall have the right to terminate Customer's license if Customer does not pay any required license fees or does not comply with the license terms and conditions set forth herein.

- (a) In the event that Customer's breach is not related to payment, Fenix Alliance will notify Customer in writing of such breach, and if such breach has not been re-established within thirty (30) days of such notice, the license granted hereto shall be terminated.
 - (b) In the event that Customer has not paid any required fees, either an initial license fee or a fee for additional licenses, maintenance, subscriptions or any other service, Fenix Alliance will notify Customer in writing of such breach, and if such breach has not been fully repaid within five (5) days of such notice, all licenses granted hereby will be automatically revoked without notice. Once licenses are repaid for not paying the license fees, any redistribution of the Licensed Product will be strictly prohibited, including under previous agreements. Fenix Alliance shall not be required to give any written notice in the event that Customer materially breaches this Agreement, resulting in the immediate termination of the license granted under this Agreement.
- 6.3 You agree that, upon (i) expiration of this Agreement or (ii) upon performance of licenses granted hereby by Fenix Alliance due to Customer's failure to material breach or breach of the terms of this Agreement or (iii) upon expiration or completion of any project, site, division or global license, Customer will immediately return or destroy the Licensed Programs and copies thereof as indicated by Fenix Alliance and the Alliance, if requested by Fenix Alliance, to certify in writing the destruction or return of the Licensed Product and all copies thereof.
- 6.4 Fenix Alliance agrees that any expiration of this Agreement shall not affect Customer's right to re-distribute Licensed Assemblies provided that: (i) such Licensed Assemblies were incorporated into Customer's products prior to the expiration or breach of licenses granted hereby, and (ii) provided that Customer's products were distributed for external use (i.e., by Customer to persons outside customer's organization, subsidiaries and affiliates) prior to such expiration of the termination of the Agreement, and (iii) provided that Customer is under a valid subscription to the Maintenance and Support Service in accordance with the limitations of Section 4.2(f).
- 6.5 You acknowledge and agree that, in the event of termination of this Agreement, you will no longer have the right to own the Licensed Assemblies, and subsequently may not distribute any software code or application that includes the Licensed Product. For the avoidance of doubt, it is understood and agreed that improper redistribution of Licensed Assemblies or Licensed Products (such as incorporated into a Customer's product) will not allow or excuse under any circumstances any subsequent redistribution. Improper redistribution includes, but is not limited to, a redistribution that occurs after the expiration or termination of this Agreement, either due to Customer's failure to comply due to unlicensed or licensed use of the Licensed Product or failure to maintain a subscription to the Maintenance and Support Services, or otherwise. In addition, Customer acknowledges and agrees that, by terminated this Agreement, Customer will remove all Licensed

Products and Licensed Assemblies from any Customer's product or other software used internally within Customer's organization (including that of its subsidiaries and affiliates).

- 6.6 Customer acknowledges and agrees that any of the following actions are deemed material breach of this Agreement: (i) create or modify any binary that is incorporated into a Customer's product while Customer is not under a valid subscription to maintenance and support services; or (ii) redistribute any Customer product or other software that includes any modified binaries anywhere in Customer's product (or other software) that incorporates the Fenix Alliance Licensed Products if created at a time when Customer was not under a valid subscription to the Maintenance and Support services. For the avoidance of doubt, Customer acknowledges and agrees that it may not make any changes, correct any errors, create new versions, or modify any Customer's product that includes or depends on the Licensed Product unless Customer is currently operating under a valid subscription to the Maintenance and Support services.
- 6.7 Sections 5, 7.2, 9, 11, 16 and 17 of this Agreement shall survive the expiration or termination of Customer's license and this Agreement.

7. Warranty:

- 7.1 Upon installation in the Computer System, Licensed Programs will operate in all material respects in accordance with the specifications of the Documentation for a period of sixty (60) days. Customer's sole remedy for any defect in the Licensed Programs, the specific details of which have been communicated to Fenix Alliance within the above warranty period, will be to terminate this Agreement in the event that Fenix Alliance does not cure such defect within forty-five (45) days of receipt of written notice from Customer. However, such written notice must specify the nature of such defect in sufficient detail for Fenix Alliance to address and repair the claimed defect. Any modification or attempt to modify the Licensed Product by Customer or any breach by Customer of implementing any upgrade or upgrade of the Licensed Product provided by Fenix Alliance will void this warranty. Fenix Alliance shall not be liable for any defect or defect caused by any addition or modification to the Licensed Product by Customer.
- 7.2 THE ABOVE WARRANTIES ARE RESPONSIBLE FOR ALL OTHER WARRANTIES, EXPRESS, IMPLEMENTED OR LEGAL; WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Patent and Copyright Compensation:

Subject to the limitation of liability set forth in Section 9 below, Fenix Alliance will defend any action, lawsuit or proceedings initiated against Customer to the extent based on a claim that the Licensed Product delivered hereby infringes any United States copyright. However, and subject to the limitation of liability set forth in Section 9 below, Fenix Alliance's indemnification hereby does not extend to any

claim of infringement or misappropriation of any patent, trade secret, trademark or other intellectual property rights, unless otherwise stated in an addendum to this Agreement and such addition is signed by both parties. Customer acknowledges and agrees that the only entity that may be liable for compensation under this Agreement is the Fenix Alliance. Compensation hereby shall be subject to Customer quickly notifying such claim in writing, and to Customer granting Fenix Alliance full authority, information and assistance (at Fenix Alliance's expense, up to the limitation of liability) for the defense of such claim. Subject to the limitation of liability, Fenix Alliance will pay all damages and costs finally granted there against customer, subject to the limitation of liability of Section 9.2, after the final resolution of such claims before a court of competent jurisdiction, but shall not be liable for any commitment made without your consent. Fenix Alliance may, at its option and cost, (a) replace or modify the Licensed Product so that the violation does not exist or (b) reimbursement to Customer's Prepaid License Fees on a prorated basis. Notwithstanding the foregoing, Fenix Alliance's indemnification herewith shall not extend to any infringement or claim thereof based on (i) the combination of the Licensed Product delivered hereby with any software or device not provided by Fenix Alliance; (ii) any specification provided to Fenix Alliance by Customer; or (iii) modifications to the Licensed Product not made by Fenix Alliance.

9. Use of Licensed Programs and Limitation of Liability:

9.1 Licensed Programs are tools that are not intended to replace the professional skills and judgment of the Client and its employees, agents, and consultants. Customer shall be solely responsible for the accuracy and adequacy of the information and data provided for the processing and any use made by Customer of the departure of the Licensed Program or any reliance on it by Customer or users of Customer's products. Customer shall also be responsible for the ongoing operation and maintenance of computer equipment and third-party software used with the Licensed Program. For these reasons, the Customer undertakes to be solely responsible for the design, repair and configuration of the Customer's equipment, machinery, systems and/or products. Customer assumes all risks and responsibilities for the results obtained by the use and/or implementation of designs developed by the Customer that are in any way influenced by the use of the Licensed Programs or the provision of services, whether such designs are used separately or in combination with other designs or products. Customer will protect, indemnify, hold Fenix Alliance liable and defend Fenix Alliance from any loss, cost, damage or expense, including attorneys' fees, arising out of any claim filed against Fenix Alliance that is in any way associated with the matters set forth in this Section 9.1.

9.2 Without limiting Section 9.1 above, Fenix Alliance's liability 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 intellectual property infringement claims against Fenix Alliance, shall be limited to the

total amounts Customer has paid Fenix Alliance for the Licensed Program or services that are ultimately determined by a court of jurisdiction caused damage or related to the cause of action. The limitation of liability hereby shall also be limited to the amounts received by The Customer's Fenix Alliance within twelve (12) months prior to the date on which Customer provides Fenix Alliance with written notice of such claim. In no event shall Fenix Alliance 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 Fenix Alliance has been advised of the possibility of such damages. No action, regardless of form, relating to transactions under this Agreement may be brought by Customer more than one (1) year after the event that gave rise to the cause of action has occurred. For the avoidance of doubt, Fenix Alliance assumes no liability under any circumstances that may arise from a patent infringement claim against Customer or a licensee of Customer's products.

9.3 Customer acknowledges and agrees that Fenix Alliance disclaims and therefore accepts no liability, in any form, for any claim relating to any open-source software, the Additional Customer acknowledges and agrees that Fenix Alliance shall have no liability, in any form, for any loss of data caused by Customer's use of any open-source software in any way or form.

10. Maintenance and Support:

10.1 Maintenance and support services are included in all project licenses, split licenses, and global licenses. For all commercial licenses and other non-subscription licenses, subscriptions to maintenance and support services are available in Fenix Alliance for an additional fee. Subscriptions to maintenance and support services are provided in accordance with the terms of Fenix Alliance's current support and maintenance policies. Fenix Alliance may request a current version of these policies upon request. In the event that Customer refuses to purchase and initiate subscriptions to Maintenance and Support services at the time of installation of the Licensed Program, or in the event that Customer allows Maintenance and Support Service coverage to expire for any period of time, Customer agrees that (i) Maintenance and Support service fees will be given when resuming Maintenance and Support services, for any period during which Customer previously refused to purchase Maintenance and Support services; and (ii) Customer must pay an upgrade fee to upgrade the Licensed Programs to the latest version. If a subscription to the Maintenance and Support services is not maintained, Customer's right to use the Licensed Programs to create and re-distribute modified binaries for Customer's products, as set forth in Section 4.2(f) shall be limited.

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

10.3 In certain cases, Customer may have successfully obtained Commercial Licenses instead of a site license or enterprise license, but after purchase of such Commercial Licenses, Customer's actual use of the Licensed Programs may increase to the extent that a project license, site license, division license, or global license is more appropriate

10.4 . Accordingly, Fenix Alliance reserves the right to make a determination as to whether the provision of a subscription of existing Retail Licensing Maintenance and Support services remains appropriate in the circumstances applicable to a given Customer, and reserves the right, in its sole discretion, to require a particular Customer to purchase a project license , a site license, division license, or global license for the continuation of such maintenance and support service subscriptions for such previously purchased commercial licenses. For the avoidance of doubt, Fenix Alliance reserves the right to refuse to renew any subscription to Maintenance and Support services in its sole discretion.

10.5 Fenix Alliance reserves the right, in its sole discretion, to limit or suspend the provision of services under a subscription to Maintenance and Support services in the event that Fenix Alliance determines that Customer is abusing its subscription to Maintenance and Support services. Examples of such abuse include, but are not limited to, (i) Customer's staff making excessive use of Fenix Alliance support resources, (ii) Customer's staff who make unseatable demands from Fenix Alliance support staff, (iii) Customer maintains a number of subscriptions to Maintenance and Support services that is less than the number of Licensed Products originally licensed or currently in use by Customer's staff , or (iv) Customer who maintains a single or small number of Commercial Licenses valid for a given Licensed Product, while allowing multiple End Users to share corrections and support services obtained by other End Users.

10.6 Maintenance and support services are provided only to Customer, and a subscription to Maintenance and Support services is only valid between Customer and Fenix Alliance. Accordingly, all support tickets, or requests for maintenance and route support, must be sent by the Customer and may not be sent by any third party on behalf of the Customer. This prohibition against the use of third parties includes, but is not limited to, (i) Customer's use of a third party to submit support tickets on behalf of the Customer, (ii) The Customer submitting a support ticket on behalf of a third party, (iii) the Customer using a third party to submit a support request. In addition, Customer may not use any third party to provide maintenance, support, or updates to the Licensed Product or any Customer product or other software application incorporating the Licensed Product; all Maintenance and Support services must be obtained directly from Fenix Alliance and only from Fenix Alliance. You acknowledge that any breach of this Section 10.5 shall constitute a material breach of this Agreement and shall result in the immediate termination of the license granted hereby.

11. Confidentiality and property rights:

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

11.2 Under no circumstances will Fenix Alliance knowingly request or accept any information that may be considered personally identifiable **information ("PII")** under any law or statute. Fenix Alliance does not provide protection, any indemnification, or warranties of any kind if You provide PII to the Fenix Alliance. You further acknowledge and agree that if you submit PII to the Fenix Alliance, Fenix Alliance will treat such disclosure as a material breach of this Agreement.

11.3 The information and data provided by either party to the other party may include confidential or ownership information. Confidential or ownership information ("**Confidential Information**") means any information or data (including but not a matter of means any formula, pattern, compilation, program, device, method, technique or process) that is disclosed by one party (**the "Revealing Party"**) to the other party (**the "Receiving Party"**) in accordance with this Agreement. Fenix Alliance Confidential Information includes, but is not limited to, the terms of this Agreement, licensed Product, Licensed Programs, structure, organization, design, algorithms, methods, templates, data models, data structures, flowcharts, logical flow, and screens associated with Licensed Programs, Documentation, and pricing information. Customer Confidential Information includes, but is not limited to, the Customer's financial and business information. Confidential Information shall not include information that either party may demonstrate: (i) at the time of disclosure is in the public domain or otherwise available to the receiving Party other than confidential; (ii) after disclosure, it becomes part of the public domain by publication or otherwise without the fault of the receiving Party; (iii) was disclosed to the receiving Party by a third party that is not under an obligation of confidentiality to the Disclosing Party; or (iv) is or has been developed independently by the receiving Party (as evidenced by the written records of the receiving Party) without access to any Confidential Information of the Revealing Party.

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

12. Export:

You acknowledge that the Licensed Product, including Licensed Assemblies, provided that the provisions herein are available may be subject to the laws, rules, regulations, restrictions and domestic security controls of the United States and other applicable foreign agencies (**the "Export Controls"**). The Customer undertakes to comply with the Export Controls, and that any Licensed

Product and Licensed Sets licensed hereby 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 U.S. Department of Commerce and any other appropriate U.S. Government agency as required by law. You acknowledge that You will be solely responsible for determining the scope of such required licenses, and for any costs associated with complying with the requirements of this Section 12. You hereby (i) represent and warrant that Customer is not an entity or person to which the shipment of the Licensed Product or the provision of Maintenance and Support services is prohibited by Export Controls; and (ii) you agree that you will not otherwise export, re-export or transfer the Licensed Product to (a) any country subject to a U.S. trade embargo, (b) a national or resident of any country subject to a U.S. trade embargo, (c) any person or entity to which the shipment of the Licensed Product is prohibited by export controls, or (d) any person engaged in activities related to the design, development, production or use of nuclear materials, nuclear facilities, nuclear weapons, or chemical weapons. Customer shall, at its expense, defend Fenix Alliance and its affiliates from any claim or action of third parties arising out of any inaccurate representation made by the Customer with respect to the existence of an export license, Customer's non-information to Fenix Alliance to obtain an export license, or any claim made against Fenix Alliance due to Customer's violation or alleged violation of the Export Controls (an "**Export Claim**") and will pay any judgment or agreement reached in connection with the Export Claim, as well as Fenix Alliance's costs of responding to such Export Claim.

13. **Public Procurement:** If the Licensed Product is used in connection with the provision of goods and/or services to the United States government or other government agency or entity that contracts or subcontracts services, Customer shall ensure that no government agency or entity acquires any rights of any kind in the Licensed Program(s). Notwithstanding the foregoing, Customer may freely license its Customer Products that include Licensed Assemblies subject to Customer's compliance with all limitations set forth in this Agreement.
14. **Taxes:** License Fees and any other amount payable pursuant to the terms and conditions herein are exclusive to all national, state, regional, local, or municipal or other taxes, including, among others, excise duties, sales, use, ownership, *ad-Valorem*, intangibles, goods and services and taxes on value added, customs duties and registration fees currently in force or enacted in the future, and all such taxes and fees, except taxes based on Fenix Alliance net worth, capital or net income, will be paid directly by the Customer, or if paid by the Fenix Alliance, the Customer will reimburse Fenix Alliance.
15. **Notice:** Any notice or other communication hereby shall be in writing. The notice will be deemed delivered and effective at the time of receipt when it is sent by U.S. mail, prepaid mail or certificate, the requested return receipt, addressed to the parties as set out above. Either party, upon written notice to the other party, may change any name or address to which a future notice will be sent.

16. Audit:

16.1 General Audit: Customer shall prepare and maintain, in accordance with sound and generally accepted accounting practices, complete and accurate account books and records (specifically including, without limitation, originals or copies of documents supporting account book entries) covering all transactions arising out of or relating to this Agreement. Fenix Alliance, 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, for the period of time Customer holds any copy of the Licensed Product, and for two (2) years thereafter, to audit such account books and records and examine all other documents and materials in Customer's possession or control with respect to the subject matter and terms of this Agreement. All such account books, records and documents will be kept available by you for at least two (2) years after the last copy of the Licensed Product has been removed or destroyed and certification of such event has been provided to Fenix Alliance. If the result of any audit of Customer's books and records shows that Customer's payments were less than the amount that should have been paid, Customer shall make payment of any discrepancies disclosed by such audit within fifteen (15) days of Fenix Alliance's demand therefore and, if the discrepancy is equal to three percent (3%) or more of the payments made in respect of payments due hereby, customer will reimburse Fenix Alliance for the cost of such audit.

16.2 Lower Licenses/End User Verification: As set forth in Section 4.2 above, each individual end user must have an assigned copy of the Licensed Product. Fenix Alliance reserves the exclusive right to determine how many End Users a Customer has, and to require Customer to obtain additional copies of the Licensed Product if, in sole opinion, the Fenix Alliance Customer was previously under license shortfall. In addition, the cost of a Subscription to Maintenance and Support Services depends on the number of End Users that exist at the time the Maintenance and Support Services subscription is renewed. Therefore, Customer acknowledges and agrees that it must cooperate with Fenix Alliance in providing any information that Fenix Alliance reasonably requires to determine the size of Customer's development equipment without requiring Fenix Alliance to conduct an on-site audit as permitted in Section 16.1 above. Failure to comply with such cooperation is a material breach under this Agreement that is not subject to sanitation, and Fenix Alliance reserves the right to terminate immediately and without notice all rights licensed under this Agreement for such breach.

17. General:

17.1 The Customer may not assign any of its obligations, rights or remedies hereby and any attempted assignment shall be void.

17.2 The waiver or the fact that either party exercises in any respect any right provided herein shall not be deemed a waiver of any additional rights hereby. This Agreement constitutes a complete understanding between the parties with respect to the subject matter herein and supersedes all prior,

written or oral, express or implied negotiations and agreements between the parties with respect to the subject matter herein. This Agreement may not be waived, altered, modified or modified except in writing, which refers directly to the Agreement, and signed by authorized representatives of both parties.

17.3 It is expressly agreed that the parties act hereby as independent contractors. Under no circumstances will any single-party employee act on behalf of the other party or be considered employees of the other party for any purpose.

17.4 Fenix Alliance shall have the right, but not the obligation, to use customer's name and Customer logo in a list of Fenix Alliance licensees. Such list of licensees will only identify the Customer by name and/or logo, but will not make any representations about the relationship between Fenix Alliance and the Customer without Customer's permission. Fenix Alliance will remove the Customer's name from such list with sixty (60) days of Customer's written notice.

17.5 Customer acknowledges and agrees that Fenix Alliance shall have the right, but not the obligation, to provide customer communication, in multiple ways, to include email, without a violation of any regulation or law by email, 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@fenix-alliance.com.

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

17.7 Customer's obligations under Sections 5, 11, 12 and 13 hereby are of a special and unique nature that gives Fenix Alliance and its Suppliers peculiar value, for which neither Fenix Alliance nor its Suppliers can be reasonably or adequately compensated for damages in the event that Customer fails to comply with such obligations. Therefore, Fenix Alliance and its Suppliers, in addition to other remedies that may be available, each shall be entitled to injunctive and other equitable compensation in the event of non-compliance or threat of non-compliance with such obligations.

17.8 Any dispute or claim arising out of or relating to this Agreement, or breach thereof, shall be resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three (3), and each party shall appoint one (1) arbitrator and the third arbitrator shall be elected by the other two (2) arbitrators. The place of arbitration shall be Sussex, Delaware, and the laws of the State of Delaware shall apply. The ruling on the award rendered by the arbitrator(s) may be filed in any court having jurisdiction over it.

17.9 This Agreement shall be governed by the substantive laws of the State of Delaware without regard to conflict of law's provisions. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods or by the Uniform Commercial Code, the application of

which is expressly excluded. The parties agree that the exclusive jurisdiction and jurisdiction for any dispute relating to this Agreement shall be in a federal or state court located in Sussex County, Delaware.

17.10 This Agreement will be binding on you by clicking on the "YES" button. If the parties to this Agreement execute this Agreement in writing through an exchange of faxed copies thereof, it shall be binding by such exchange of signed copies. In the event of exchange, this Agreement shall be 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 Seller software included in or incorporated into the Licensed Programs.

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

Annex A

Deployment licenses

Licensed products for operation in Server Environments

Products currently enabled for use with server environments such as ASP.NET, ASP.NET Core, .NET 5, ASP.NET MVC, and Silverlight:

Alliance Business Suite® Essentials Tools:

- Alliance Business Suite® On-Premises Portal
- Alliance Business Suite® Data Transfer Objects
- Alliance Business Suite® PowerShell CLI
- Alliance Business Suite® Add-Ins – WordPress
- Alliance Business Suite® Add-Ins - Outlook

Annex B

List B: List of licensed programs included with different versions of Alliance Business Suite®

- Alliance Business Suite Enterprise Edition comprises a Studio Edition (User Interface), Reporting Edition, and Business Intelligence (BI) Edition package, and therefore includes all Alliance Business Suite® Essential's products. Studio Edition (UI), Reporting Edition, and Business Intelligence (BI) Edition are packages that include a subset of Essential® products as shown in the following table.
- Each product, whether Alliance Business Suite® Enterprise Edition, Studio Edition, Reporting Edition, Business Intelligence Edition, or an individual Alliance Business Suite® Essentials product, is available in a source code version and binary code version. An upgrade path from a binary version to a source version is also available.

Original Licenses: Original licenses are available in the following editions:

Alliance Business Suite® – Enterprise Edition (Source or Binary). Enterprise Edition includes all components found in all three non-Enterprise versions:

Alliance Business Suite® – Studio Edition (Source or binary)

Alliance Business Suite® – Reporting Edition (Source or binary)

Alliance Business Suite® – BI Edition (Source or binary)

Non-business editions: Each of the following editions includes a subset of the Essential® individual products, as shown in the following table.

Alliance Business Suite® – Studio Edition (Source or Binary)

Alliance Business Suite® – Reporting Edition (Source or Binary)

Alliance Business Suite® – BI Edition (Source or Binary)

Individual products: Individual ABS Essentials components® can be obtained separately (Alliance Business Suite® Essential Tools, Alliance Business Suite® Essentials Analytics, etc.). See the following table for the full list of components.

Product name	Included with Studio Edition?	Included with Reporting Edition?	Included with BI Edition?
BI Web Dashboard	No	Yes	Yes

BI Desktop Dashboard	No	No	Yes
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Maintenance renewals – Maintenance renewals for existing licenses for the respective editions of Essential® Studio, as well as for individually licensed Essential ® components, are available for a specified period of time. The various maintenance renovations are called the following:

Alliance Business Suite® – Enterprise Edition – Subscription (Source or Binary)

Alliance Business Suite® – Studio Edition – Subscription (Source or Binary)

Alliance Business Suite® – Reporting Edition – Subscription (Source or Binary)

Alliance Business Suite® – BI Edition – Subscription (Source or Binary)

Essentials Tools – Subscription – Subscription (Source or Binary)

Updates

Each non-Enterprise Studio product:

- Alliance Business Suite® – Studio Edition (Source or Binary)
- Alliance Business Suite® – Reporting Edition (Source or Binary)
- Alliance Business Suite® – BI Edition (Source or Binary)

can be upgraded to Alliance Business Suite® - Enterprise Edition (Source or Binary). This upgrade is known as Alliance Business Suite® - Enterprise Edition - Upgrade (Source or Binary).

Each of the Individual® products (as set in the following table) can be upgraded to the non-Enterprise Studio product with which it is included. These updates are known as:

- Alliance Business Suite® – Studio Edition – Upgrade (Source or Binary)
- Alliance Business Suite® – Reporting Edition – Upgrade (Source or Binary)
- Alliance Business Suite® – BI Edition – Upgrade (Source or Binary)

Please note that Test Studio is currently included only with Alliance Business Suite® Full Enterprise Edition, and is not available as a stand-alone product or with any other edition.

Product name	Included with Studio Edition?	Included with Reporting Edition?	Included with BI Edition?
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BI Essentials	No	No	Yes
BI Account	No	No	Yes

Server deployment licenses by product name

Product name	Server-side deployment licenses included (Yes/No/NA)	Number included with the product
BI Chart	Yes	Unlimited
BI Account	Yes	Unlimited

Software as a Service Licenses by Product Name

Product name	Server-side deployment licenses included (Yes/No/NA)	Number included with the product
BI Chart And essentials	Yes	Unlimited
BI Account essentials	Yes	Unlimited
POS for Windows	No	Limited
ABS Pocket	Yes	Unlimited

Annex C

List C: Licensed Assemblies

Assemblies that are not redistributable

Assembly Name	Redistributable
FenixAlliance.ABP.API.GraphQL.Controllers.dll	No
FenixAlliance.ABP.API.GraphQL.Core.dll	No
FenixAlliance.ABP.API.Interop.dll	No
FenixAlliance.ABP.API.Interop.Controllers.dll	No
FenixAlliance.ABP.API.REST.Controllers.dll	No
FenixAlliance.ABP.API.REST.dll	No
FenixAlliance.AllianceID.Controllers.dll	No
FenixAlliance.Andy.dll	No
FenixAlliance.Andy.API.dll	No
FenixAlliance.Areas.Core.V1.dll	No
FenixAlliance.Areas.Core.V1.Views.dll	No
FenixAlliance.Areas.Admin.dll	No
FenixAlliance.Areas.Accounting.dll	No
FenixAlliance.Areas.Assets.dll	No
FenixAlliance.Areas.Billing.dll	No
FenixAlliance.Areas.Blogs.dll	No
FenixAlliance.Areas.Business.dll	No
FenixAlliance.Areas.Careers.dll	No
FenixAlliance.Areas.Cloud.dll	No
FenixAlliance.Areas.Contacts.dll	No
FenixAlliance.Areas.Corporate.dll	No
FenixAlliance.Areas.Developer.dll	No
FenixAlliance.Areas.Education.dll	No
FenixAlliance.Areas.Forums.dll	No
FenixAlliance.Areas.IAM.dll	No
FenixAlliance.Areas.Legal.dll	No

FenixAlliance.Areas.Marketing.dll	No
FenixAlliance.Areas.Partner.dll	No
FenixAlliance.Areas.Quality.dll	No
FenixAlliance.Areas.Sales.dll	No
FenixAlliance.Areas.Social.dll	No
FenixAlliance.Areas.Startups.dll	No
FenixAlliance.Areas.Store.dll	No
FenixAlliance.Areas.Subscriptions.dll	No
FenixAlliance.Areas.Support.dll	No
FenixAlliance.Areas.Sustainability.dll	No
FenixAlliance.Areas.Technologies.dll	No
FenixAlliance.Areas.Workflows.dll	No
FenixAlliance.Areas.Workplace.dll	No
FenixAlliance.Data.Access.dll	No
FenixAlliance.Data.dll	No
FenixAlliance.Data.MSSQL.dll	No
FenixAlliance.Data.MySQL.dll	No
FenixAlliance.i18n.Portal.v1.dll	No
FenixAlliance.Models.dll	No
FenixAlliance.Models.Mappers.dll	No
FenixAlliance.Modules.AI.dll	No
FenixAlliance.Modules.BIM.dll	No
FenixAlliance.Modules.BotMaker.dll	No
FenixAlliance.Modules.BotMaker.WebProxy.dll	No
FenixAlliance.Modules.Signator.DIAN.dll	No
FenixAlliance.Modules.FHIR.Engine.dll	No
FenixAlliance.Modules.FHIR.Mongo.dll	No
FenixAlliance.Modules.PMS.dll	No
FenixAlliance.Modules.QMS.dll	No
FenixAlliance.Modules.SAR.dll	No
FenixAlliance.Modules.SAR.Common.dll	No
FenixAlliance.Modules.SAR.Core.dll	No

FenixAlliance.Modules.WOPI.dll	No
FenixAlliance.Modules.Workflows.dll	No
FenixAlliance.Modules.Workflows.AutoMapper.Extensions.dll	No
FenixAlliance.Modules.Workflows.Core.Abstractions.dll	No
FenixAlliance.Modules.Workflows.Core.Extensions.dll	No
FenixAlliance.Modules.Workflows.Core.Nucleus.dll	No
FenixAlliance.Modules.Workflows.Dashboard.dll	No
FenixAlliance.Modules.Workflows.Persintence.MongoDb.dll	No
FenixAlliance.Modules.Workflows.Persistence.EFCore.dll	No
FenixAlliance.Modules.Workflows.Scripting.Liquid.dll	No
FenixAlliance.Modules.Workflows.WorkflowDesigner.dll	No
FenixAlliance.SignalR.Hubs.dll	No
FenixAlliance.Tools.dll	No
FenixAlliance.UI.Core.V1.Views.dll	No
FenixAlliance.UI.Material.V4.dll	No
FenixAlliance.UI.Material.V4.Views.dll	No
FenixAlliance.UI.Navigation.Website.dll	No
FenixAlliance.UI.Portal.V1.dll	No
FenixAlliance.UI.Portal.V1.Views.dll	No
FenixAlliance.UI.Static.Images.dll	No
FenixAlliance.UI.Store.V1.dll	No
FenixAlliance.UI.Store.V1.Views.dll	No
FenixAlliance.Views.dll	No

Assemblies that are redistributable

Assembly Name	Redistributable
FenixAlliance.ABS.Portal.Core.dll	Yes
FenixAlliance.ABS.SDK.dll	Yes
FenixAlliance.Extensions.dll	Yes
FenixAlliance.HealthChecks.dll	Yes
FenixAlliance.Helpers.Auth.dll	Yes

FenixAlliance.Models.DTOs.dll	Yes
FenixAlliance.Models.Mappers.UBL.dll	Yes
FenixAlliance.Models.UBL.dll	Yes
FenixAlliance.UI.Core.V1.dll	Yes
FenixAlliance.UI.Branding.dll	Yes
FenixAlliance.Services.dll	Yes
FenixAlliance.Services.AWS.dll	Yes
FenixAlliance.Services.ClearBit.dll	Yes
FenixAlliance.Services.DocuSign.dll	Yes
FenixAlliance.Services.ePayco.dll	Yes
FenixAlliance.Services.Facebook.dll	Yes
FenixAlliance.Services.GitHub.dll	Yes
FenixAlliance.Services.GitHub.Gists.dll	Yes
FenixAlliance.Services.Google.dll	Yes
FenixAlliance.Services.Google.GCP.dll	Yes
FenixAlliance.Services.IngramMicro.dll	Yes
FenixAlliance.Services.MercadoLibre.dll	Yes
FenixAlliance.Services.Microsoft.dll	Yes
FenixAlliance.Services.Microsoft.Azure.dll	Yes
FenixAlliance.Services.Microsoft.Teams.dll	Yes
FenixAlliance.Services.OpenExchangeRates.dll	Yes
FenixAlliance.Services.Pixabay.dll	Yes
FenixAlliance.Services.Plesk.dll	Yes
FenixAlliance.Services.RestCountries.dll	Yes
FenixAlliance.Services.Sendgrid.dll	Yes
FenixAlliance.Services.Shipwire.dll	Yes
FenixAlliance.Services.Stripe.dll	Yes
FenixAlliance.Services.Twitter.dll	Yes

Annex D

Third Party Licenses and Attributions

- 1.1 Customer acknowledges and agrees that the Licensed Program contains certain features that enable Customer to develop Customer products that implement the Microsoft® Office 2007/2010/2013/2016/2019 user interface. Customer acknowledges and agrees that such features will not be used by Customer under any circumstances unless Customer obtains a license for the Microsoft® Office 2007/2010/2013/2016/2019 user interface directly from Microsoft. Information about obtaining such a license directly from Microsoft can be found at <http://msdn2.microsoft.com/en-us/office/aa973809.aspx>. Fenix Alliance provides this Internet link only for Customer's convenience and makes no representations or warranties of any kind with respect to it. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's incorporation of the Microsoft® Office 2007/2010 User Interface into Customer's products and that Fenix Alliance shall have no liability under any circumstances.
- 1.2 Customer further acknowledges and agrees that the ASP.NET, JavaScript, and MVC ASP.NET platforms may contain components that are licensed under the MIT/BSD License. In particular, the jQuery JavaScript library, the jQuery Mobile library, the JsRender library, the RequireJS library, the jQuery Easing library, the jQuery Globalize library, the ExplorerCanvas library, the WebGrease library, Microsoft Ajax Minifier, the FileSaver library, JsViews, and the jQuery User Interface library are included as a component of the ASP.NET, JavaScript, and ASP.NET MVC platforms. By the end of 2008, Microsoft® had announced its intention to distribute and support the jQuery JavaScript library as part of its Visual Studio® toolset (for more information, [see https://www.microsoft.com/web/webpi/eula/aspnetcomponent_rtw_enu.htm](https://www.microsoft.com/web/webpi/eula/aspnetcomponent_rtw_enu.htm) and <http://weblogs.asp.net/scottgu/archive/2008/09/28/jquery-and-microsoft.aspx> Microsoft® has since included jQuery with the 2010 version of Visual Studio. Microsoft® has not announced to our knowledge any plans to distribute or support the jQuery UI library, jQuery Mobile library, or other jQuery-related libraries used.
- 1.2.1 Learn more about the jQuery JavaScript library, jQuery Mobile library, and jQuery library user interface, as well as the MIT License under which they are distributed, is available in <http://jquery.com/download>.
- 1.2.2 Information about JsRender can be found <https://github.com/BorisMoore/jsrender>, and your license can be found <https://github.com/jquery/globalize/blob/master/LICENSE>.
- 1.2.3 Information about jQuery Easing can be found in <http://gsgd.co.uk/sandbox/jquery/easing/>, and your license is currently published on <http://cdnjs.cloudflare.com/ajax/libs/jquery-easing/1.3/jquery.easing.min.js>.

- 1.2.4 Information about jQuery Globalize can be found [on https://github.com/jquery/globalize](https://github.com/jquery/globalize), and your license is currently published <https://github.com/jquery/globalize/blob/master/LICENSE>.
- 1.2.5 Information about ExplorerCanvas can be found [in https://code.google.com/p/explorercanvas/](https://code.google.com/p/explorercanvas/), and your license is currently published <http://www.apache.org/licenses/LICENSE-2.0>.
- 1.2.6 Information about WebGrease can be found [on http://webgrease.codeplex.com/](http://webgrease.codeplex.com/), and your license is currently published <http://webgrease.codeplex.com/license>.
- 1.2.7 Information about Microsoft Ajax Minifier can be found [on http://ajaxmin.codeplex.com/](http://ajaxmin.codeplex.com/), and your license is currently published in <http://ajaxmin.codeplex.com/license>.
- 1.2.8 You can find information about the FileSaver [library in https://github.com/eligrey/FileSaver.js/](https://github.com/eligrey/FileSaver.js/), and your license is currently published in <https://github.com/eligrey/FileSaver.js/blob/master/LICENSE.md>.
- 1.2.9 Information about the jsViews library can be found in <https://github.com/BorisMoore/jsviews>, and your license is currently published [in https://github.com/BorisMoore/jsviews/blob/master/MIT-LICENSE.txt](https://github.com/BorisMoore/jsviews/blob/master/MIT-LICENSE.txt).
- 1.2.10 Information about the RequireJS library can be found [on https://github.com/jrburke/requirejs](https://github.com/jrburke/requirejs) and your license is currently published <https://github.com/jrburke/requirejs/blob/master/LICENSE>.
- 1.2.11 Information about the less.js library can be found [on a http://lesscss.org/#getting-started](http://lesscss.org/#getting-started) and your license is currently published in <https://github.com/less/less.js/blob/master/LICENSE>.
- 1.2.12 Information about linq.js can be found [on https://github.com/neuecc/linq.js](https://github.com/neuecc/linq.js), and your license can be found on <https://github.com/neuecc/linq.js>.
- 1.2.13 Information about jquery-quicksearch can be found on <https://github.com/DeuxHuitHuit/quicksearch>, and your license can be found on <https://github.com/DeuxHuitHuit/quicksearch/blob/master/LICENSE>.
- 1.2.14 Information about jquery-unobtrusive.ajax can be found in jquery-quicksearch Information can be found [on https://github.com/aspnet/jquery-ajax-unobtrusive](https://github.com/aspnet/jquery-ajax-unobtrusive) and your license can be found at <https://github.com/aspnet/jquery-ajax-unobtrusive/blob/master/LICENSE.txt>.
- 1.2.15 Information about jqueryvalidation-unobtrusive.js can be found in jquery-quicksearch Information can be found on <https://github.com/aspnet/jquery-validation-unobtrusive> and its license can be found at <https://github.com/aspnet/jquery-validation-unobtrusive/blob/master/LICENSE.txt>.

- 1.2.15 Information about the jquery-valuation can be found in jquery-quicksearch Information can be found on <https://github.com/jquery-validation/jquery-validation> and your license can be found at <https://github.com/jquery-validation/jquery-validation/commit/96b7036eb45375eb4861082d8ca442d94a9c666c>
- 1.2.16 Information about moment.js can be found in jquery-quick search Information can be found on <https://github.com/moment/moment> and your license can be found at <https://github.com/moment/moment/blob/develop/LICENSE>
- 1.2.17 Information about jQuery.cookie can be found [on https://github.com/jquery/globalize](https://github.com/jquery/globalize), and your license is currently published on <https://github.com/carhartl/jquery-cookie>
- 1.2.18 Information about json.simple can be found on <https://github.com/stleary/JSON-java>, and your license is currently published <https://github.com/stleary/JSON-java>
- 1.2.19 Information about json.simple can be found [on https://github.com/PrismJS/prismis](https://github.com/PrismJS/prismis), and your license is currently published <https://github.com/PrismJS/prism/blob/master/LICENSE>
- 1.2.20 Information about core.js can be found on <https://github.com/zloirock/core-js> and your license is currently published [on https://github.com/zloirock/core-js/blob/master/LICENSE](https://github.com/zloirock/core-js/blob/master/LICENSE)
- 1.2.21 Plugin-json information can be found [on https://github.com/systemjs/plugin-json](https://github.com/systemjs/plugin-json) and your license is currently published <https://github.com/systemjs/plugin-json/blob/master/LICENSE>
- 1.2.22 Information about system.js can be found [on https://github.com/systemjs/systemjs](https://github.com/systemjs/systemjs) and your license is currently published in <https://github.com/systemjs/systemjs/blob/master/LICENSE>
- 1.2.23 Information about jquery.signalr can be found [on https://github.com/thomdixon/bower-jquery-signalr/blob/master/jquery.signalR.js](https://github.com/thomdixon/bower-jquery-signalr/blob/master/jquery.signalR.js) and your license is currently published <https://github.com/thomdixon/bower-jquery-signalr/blob/master/jquery.signalR.js>
- 1.2.24 Crossroads information.js can be found [on https://github.com/millermedeiros/crossroads.js](https://github.com/millermedeiros/crossroads.js) and your license is currently published in <https://github.com/millermedeiros/crossroads.js>
- 1.2.25 Information about rx.js can be found <https://www.npmjs.com/package/rxjs> and your license is currently published in <https://www.npmjs.com/package/rxjs>
- 1.2.26 Information about zone.js can be found <https://www.npmjs.com/package/zone.js> and your license is currently published in <https://www.npmjs.com/package/zone.js>
- 1.2.27 Base64 information.js can be found <https://github.com/dankogai/js-base64> and your license is currently published on <https://github.com/dankogai/js-base64>

- 1.2.28 Information about the gradient-parser library.js can be found in <https://github.com/rafaelcaricio/gradient-parser> and its license is currently published in <https://github.com/rafaelcaricio/gradient-parser/blob/master/LICENSE>.
- 1.2.29 Information on the jai-imageio-1.0.1 library.jar can be found at <http://www.oracle.com/technetwork/java/javase/downloads/java-se-archive-license-1382604.html> and its license currently published in <http://www.oracle.com/technetwork/java/javase/downloads/java-se-archivelicense-1382604.html>
- 1.2.30 Fenix Alliance provides the above Internet links only for Customer's convenience and makes no representations or warranties as to their accuracy, completeness or permanence. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the Microsoft ® Visual Studio ® Toolkit, including but not arising out of Customer's use of the Microsoft ® Visual Studio® Toolkit, including but not just the jQuery JavaScript library, the jQuery Mobile library, the JsRender library, the RequireJS library, the jQuery Easing library, the jQuery Globalize library, the ExplorerCanvas library, the WebGrease library, Microsoft Ajax Minifier, the FileSaver library, JsViews, and/or the jQuery User Interface library, or the incorporation of any component thereof into Customer's products and that the Fenix Alliance will have no responsibility under the circumstances.
- 1.3 Customer further acknowledges and agrees that licensed Programs may contain Microsoft Licensed Components® under the Microsoft® ("MS PL") public license. In particular, certain controls and code in the Silverlight Toolkit and Silverlight Toolkit for Windows Phone are included in the Alliance Business Suite®. More information about the Silverlight Toolkit, silverlight Toolkit for Windows Phone, and MS-PL, respectively, can be found [at http://silverlight.codeplex.com](http://silverlight.codeplex.com) and <http://silverlight.codeplex.com/license>. Fenix Alliance provides the above Internet links only for Customer's convenience and makes no representations or warranties with respect to them. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of controls and code distributed under the Silverlight Toolkit and Silverlight for Windows Phone and included in Alliance Business Suite, or for the incorporation of such controls and code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.
- 1.4 Some of the Licensed Programs are shipped with an html converter library (HTML to PDF converter), but they can optionally use an HTML renderer based on the Mozilla® Gecko SDK. The default configuration does not have this optional renderer enabled, but this optional renderer can be enabled as described in the documentation. The Gecko SDK itself must be downloaded separately (the Fenix Alliance installer can provide a copy for convenience), and is available from the Mozilla Foundation on https://developer.mozilla.org/en/Gecko_SDK, and is subject to the license terms set forth by Mozilla Foundation. Fenix Alliance provides the above Internet link only for Customer's convenience and makes no representations or warranties of any kind with respect to them. Customer

acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the Gecko SDK renderer, either alone or in connection with any related code provided by Fenix Alliance and included in the Licensed Programs, and also for the incorporation of such controls and code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.

- 1.5 Some of the Licensed Programs are shipped with an Optical Character Recognition (OCR) engine, in particular the Tesseract library available on Google® and any necessary supporting libraries, such as leptonica's image processing library. The default settings for licensed programs do not have this OCR engine enabled, but ocr support can be enabled as described in the documentation. Tesseract's own library can be downloaded separately from Google® [on http://code.google.com/p/tesseract-ocr/](http://code.google.com/p/tesseract-ocr/) (the "Tesseract Project Site") and is subject to the license terms set forth by library maintainers as set forth on the Tesseract Project Site. Fenix Alliance provides the above Internet link only for Customer's convenience and does not offer any representations or warranties of any kind with respect to it. The Fenix Alliance installer can provide a copy for convenience. The copy provided may have specific changes to the use of Fenix Alliance libraries.

Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the Tesseract library and any support library, either alone or in connection with any related code provided by Fenix Alliance and included in the Licensed Programs, and also for the incorporation of such controls and code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.

- 1.6 Customer further acknowledges and agrees that licensed Programs may contain components licensed by the owners of the WPF Shell Integration Library(<http://archive.msdn.microsoft.com/WPFShell>) under the Microsoft® ("MS PL") public license. In particular, certain wpf Shell integration library controls and code are included in the Alliance Business Suite product offering®. Learn more about the WPF Shell.

The Integration Library is available in <http://archive.msdn.microsoft.com/WPFShell> and information about the MS-PL is available at <http://archive.msdn.microsoft.com/WPFShell/Project/License.aspx>. Fenix Alliance provides the above Internet links only for Customer's convenience and makes no representations or warranties with respect to them. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of controls and code distributed under the WPF Shell Integration Library and included in Essential® Studio, or the incorporation of such controls and code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.

- 1.7 Customer further acknowledges and agrees that the Windows RT platform may contain components licensed under the Microsoft public license® namely a library of extension methods known as WriteableBitmapEx. You can find more information about the WriteableBitmapEx library in Codeplex and can be found <http://writeablebitmapex.codeplex.com>. More information about the MS-PL is available at <http://writeablebitmapex.codeplex.com/license>. Fenix Alliance provides the above Internet links only for Customer's convenience and makes no representations or warranties with respect to them. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the library extension methods available in the WriteableBitmapEx library, or for the incorporation of such methods or code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.
- 1.8 Customer further acknowledges and agrees that certain programs comprising the Licensed Programs, namely the Essential Maps product, [may contain http://www.naturalearthdata.com/about/terms-of-use/](http://www.naturalearthdata.com/about/terms-of-use/) data and data from <http://www.census.gov/geo/maps-data/data/tiger-cart-boundary.html>. Fenix Alliance provides the above Internet links only for Customer's convenience and makes no representations or warranties with respect to them. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of this data in any way, either independently or as part of the Licensed Product, and that Fenix Alliance shall have no liability under any circumstances.
- 1.9 Customer further acknowledges and agrees that licensed Programs may contain components licensed by the owners of the Quick Reflection Library (<http://fastreflectionlib.codeplex.com/>) under the Microsoft® ("MS PL") public license. More information about the Fast Reflection library can be found <http://fastreflectionlib.codeplex.com/>, and information about MS-PL is available at <http://fastreflectionlib.codeplex.com/license>. Fenix Alliance provides the above Internet links only for Customer's convenience and makes no representations or warranties with respect to them. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the code distributed under the Fast Reflection Library and included in Essential® Studio, or the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.
- 1.10 Customer further acknowledges and agrees that licensed Programs may contain components licensed by the owners of the 7-Zip LZMA SDK Library. Further information about the 7-Zip LZMA SDK Library is [available at http://www.7-zip.org/sdk.html](http://www.7-zip.org/sdk.html), Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the code distributed under the 7-Zip LZMA SDK Library and included in Essential® Studio, or the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.

- 1.11 Customer acknowledges and agrees that it must obtain licenses from Microsoft® for any and all software products reasonably necessary for any software developer to operate in a Windows® environment.
- 1.12 In addition, Customer acknowledges and agrees that it must obtain licenses from Xamarin, Inc. for any and all software products reasonably necessary for any software developer to operate in a Xamarin™ environment. This requirement will only apply if the customer uses products designed for the Xamarin platform.
- 1.13 Customer further acknowledges and agrees that products designed for the Xamarin platform in general and for specific target environments such as the Android environment™ may contain design elements implemented on the Android platform, including but not least the Roboto family of types. More information about the Roboto family of types and related typographic elements can be found <http://developer.android.com/design/style/typography.html> and <http://www.google.com/fonts/specimen/Roboto>. The Roboto family of types is licensed under the Apache 2.0 license available <http://www.apache.org/licenses/LICENSE-2.0.html>. Fenix Alliance provides the above Internet links only for Customer's convenience and makes no representations or warranties with respect to them. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the Roboto family and elements related to Customer's products, and that Fenix Alliance shall have no liability under any circumstances.
- 1.14 In addition, Customer acknowledges and agrees that it must obtain licenses from Apple, Inc. for any and all software products reasonably necessary for any software developer to operate in any environment provided by Apple, such as the iOS™ environment. This requirement will only apply if Customer uses products designed to operate on any platform provided by Apple.
- 1.15 In addition, Customer acknowledges and agrees that it must obtain licenses from Java Script runtime providers.
- 1.16 In addition, Customer acknowledges and agrees that it must obtain licenses from Google, Inc. and any licensor who contributes to any and all software products reasonably necessary for any software developer to operate in any environment provided by Google, such as the Android environment™. This requirement will only apply if Customer uses products designed to operate in the Android environment.
- 1.17 Customer further acknowledges and agrees that certain programs comprising the Licensed Programs, namely the Fuse.js product, [may contain data from https://github.com/krisk/Fuse/blob/master/LICENSE](https://github.com/krisk/Fuse/blob/master/LICENSE). Fenix Alliance provides the above Internet links only for Customer's convenience and makes no representations or warranties with respect to them. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising

out of Customer's use of Fuse.js. product in any way, either independently or as part of the Licensed Product and that Fenix Alliance shall have no liability under any circumstances.

- 1.18 Customer further acknowledges and agrees that certain programs comprising the Licensed Programs, namely the Ember Cli Babel product, [may contain data from https://github.com/babel/ember-cli-babel/blob/master/LICENSE](https://github.com/babel/ember-cli-babel/blob/master/LICENSE). Fenix Alliance provides the above Internet links only for Customer's convenience and makes no representations or warranties with respect to them. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the Ember Cli Babel product in any way, either independently or as part of the Licensed Product, and that Fenix Alliance shall have no liability under any circumstances.
- 1.19 Customer further acknowledges and agrees that certain programs comprising the Licensed Programs, namely the Ember Cli Html Bars product, [may contain data from https://github.com/ember-cli/ember-clihtmlbars/blob/master/LICENSE.md](https://github.com/ember-cli/ember-clihtmlbars/blob/master/LICENSE.md). Fenix Alliance provides the above Internet links only for Customer's convenience and makes no representations or warranties with respect to them. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the Ember Cli Html Bars product in any way, either independently or as part of the Licensed Product, and that Fenix Alliance shall have no liability under any circumstances.
- 1.20 Customer further acknowledges and agrees that certain programs comprising the Licensed Programs, namely the Newtonsoft.Json product, [may contain data from https://www.nuget.org/packages/Newtonsoft.Json/](https://www.nuget.org/packages/Newtonsoft.Json/). Fenix Alliance provides the above Internet links only for Customer's convenience and makes no representations or warranties with respect to them. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the Newtonsoft.Json product in any way, either independently or as part of the Licensed Product, and that Fenix Alliance shall have no liability under any circumstances.
- 1.21 Customer further acknowledges and agrees that certain programs comprising the Licensed Programs, namely the Json.js product, [may contain data from https://github.com/douglascrockford/JSON-js](https://github.com/douglascrockford/JSON-js). Fenix Alliance provides the above Internet links only for Customer's convenience and makes no representations or warranties with respect to them. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the Json.js product in any way, either independently or as part of the Licensed Product, and that Fenix Alliance shall have no liability under any circumstances.
- 1.22 Customer further acknowledges and agrees that certain programs comprising the Licensed Programs, namely the Win2D.uwp v 9.6 product, may contain [data from](#)

<https://github.com/Microsoft/Win2D>. Fenix Alliance provides the above Internet links only for Customer's convenience and makes no representations or warranties with respect to them. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the Win2D.uwp product in any way, either independently or as part of the Licensed Product, and that Fenix Alliance shall have no liability under any circumstances.

1.23 Customer further acknowledges and agrees that certain programs comprising the Licensed Programs, namely the Elasticlunr.js product, [may contain data from https://github.com/weixsong/elasticlunr.js/blob/master/LICENSE](https://github.com/weixsong/elasticlunr.js/blob/master/LICENSE). Fenix Alliance provides the above Internet links only for Customer's convenience and makes no representations or warranties with respect to them. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the Elasticlunr product.js in any way, either independently or as part of the Licensed Product, and that Fenix Alliance shall have no liability under any circumstances.

1.24 Customer further acknowledges and agrees that licensed Programs may contain components licensed by canvag.js. Library. Learn more about canvag.js. The library is available in <https://github.com/canvg/canvg/blob/master/MIT-LICENSE.txt>. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the code distributed under the Canvag Library.js and included in Essential® Studio, or the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.

1.25 Customer further acknowledges and agrees that the Licensed Programs may contain components licensed by the owners of the skiasharp library. Learn more about canvag.js. The Library is [available at https://github.com/codemirror/CodeMirror](https://github.com/codemirror/CodeMirror). Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of customer's use of the Code distributed under the CodeMirror Library and included in Essential® Studio, or for the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.

1.26 Customer further acknowledges and agrees that the Licensed Programs may contain components licensed by the owners of the codemirror library. Learn more about canvag.js. The Library is available on <https://github.com/mono/SkiaSharp>. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the code distributed under the SkiaSharp Library and included in Essential® Studio, or for the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.

1.27 Customer further acknowledges and agrees that licensed Programs may contain components licensed by the owners of the boot library. Further information about the Boot Library [is available at https://github.com/twbs/bootstrap](https://github.com/twbs/bootstrap). Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of the use of the Customer Code distributed under the Boot Library and

included in Essential® Studio, or the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.

- 1.28 Customer further acknowledges and agrees that licensed Programs may contain components licensed by the owners of the zeroclip library. Further information about the ZeroClip Library is [available at https://github.com/zeroclipboard/zeroclipboard](https://github.com/zeroclipboard/zeroclipboard) Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the code distributed under the ZeroClip Library, included in Essential® Studio, or the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.
- 1.29 Customer further acknowledges and agrees that the Licensed Programs may contain components licensed by the owners of the bluebird library. Further information about the Blue Bird Library is [available in https://github.com/petkaantonov/bluebird](https://github.com/petkaantonov/bluebird) Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the code distributed under the Bluebird Library and included in Essential® Studio, or incorporating such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.
- 1.30 Customer further acknowledges and agrees that the Licensed Programs may contain components licensed by the owners of the Impressive Sources Library. Further information about the Source-Awesome Library is [available in https://github.com/FortAwesome/Font-Awesome](https://github.com/FortAwesome/Font-Awesome) Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the Code distributed under the Source-Awesome Library and included in Essential® Studio, or the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.
- 1.31 Customer further acknowledges and agrees that licensed Programs may contain components licensed by the owners of the code pre-eficacy library. Further information about the Code Prettify Library is [available at https://github.com/google/code-prettify](https://github.com/google/code-prettify) Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the code distributed under the Code-Prettify Library and included in Essential® Studio, or the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.
- 1.32 Customer further acknowledges and agrees that licensed Programs may contain components licensed by the owners of the prettify.extension library. Further information about the prettify.extension library is [available at https://github.com/showdownjs/prettify-extension](https://github.com/showdownjs/prettify-extension) Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of the use of the Customer Code distributed under the Code-prettify.extension Library and included in Essential® Studio, or the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.
- 1.33 Customer further acknowledges and agrees that licensed Programs may contain components licensed by the owners of the plugin-css library. Further information about the plugin-css library is

available on <https://github.com/systemjs/plugin-css> Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of the use of the Customer Code distributed under the Code-plugin-css Library and included in Essential® Studio, or the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.

- 1.34 Customer further acknowledges and agrees that licensed Programs may contain components licensed by the owners of the plugin-txt library. Further information about the plugin-txt library [is available on https://github.com/systemjs/plugin-text](https://github.com/systemjs/plugin-text) Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of the use of the Customer Code distributed under the plugin-txt code library and included in Essential® Studio, or the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.
- 1.35 Customer further acknowledges and agrees that licensed Programs may contain components licensed by the owners of the create-react-class library. Further information about the create-react-class library [is available at https://github.com/facebook/react](https://github.com/facebook/react) Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of the use of the Customer Code distributed under the create-react-class library code and included in Essential® Studio, or the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.
- 1.36 Customer further acknowledges and agrees that licensed Programs may contain components licensed by the owners of the Response Library. Further information about the Response Library [is available at https://github.com/scottjehl/Respond](https://github.com/scottjehl/Respond) Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of the use of Customer's code distributed under the Response Library code and included in Essential® Studio, or the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.
- 1.37 Customer further acknowledges and agrees that licensed Programs may contain components licensed by the owners of the modernizr library. Further information about the modernizr library is [available at https://github.com/Modernizr/Modernizr](https://github.com/Modernizr/Modernizr) Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of the use of the Customer Code distributed under the modernizr Library code and included in Essential® Studio, or the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.
- 1.38 Customer further acknowledges and agrees that licensed Programs may contain components licensed by the owners of the react-dom library. Further information about the react-dom library [is available at https://github.com/facebook/react/tree/master/packages/react-dom](https://github.com/facebook/react/tree/master/packages/react-dom) Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the Code distributed under the react-dom Library code and included in Essential® Studio, or the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.

- 1.39 Customer further acknowledges and agrees that the Licensed Programs may contain components licensed by the owners of the hasher library. Further information about the hasher library is [available at https://github.com/millermedeiros/Hasher#license](https://github.com/millermedeiros/Hasher#license). Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of the use of the Customer Code distributed under the hasher Library code and included in Essential® Studio, or the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.
- 1.40 Customer further acknowledges and agrees that licensed Programs may contain components licensed by time zone library owners. More information about the moment-timezone library is available at <https://github.com/moment/moment-timezone>. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the code under the Time Zone Library code included in Essential® Studio, or the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.
- 1.41 Customer further acknowledges and agrees that licensed Programs may contain components licensed by mirrored metadata library owners. You can find more information about the metadata library reflected in <https://github.com/moment/moment-timezone>. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of customer's use of the Code distributed under the reflectmetadata Library code and included in Essential® Studio, or the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.
- 1.42 Customer further acknowledges and agrees that licensed Programs may contain components licensed by the owners of the caliburn.micro library. More information about the caliburn.micro library is available at <https://github.com/Caliburn-Micro/Caliburn.Micro>. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of customer's use of the Code distributed under the code caliburn.micro Library and included in Essential® Studio, or for the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.
- 1.43 Customer further acknowledges and agrees that the Licensed Programs may contain components licensed by the owners of the Microsoft Software Analysis Library. More information about the Microsoft Software Analysis Library can be found at <https://docs.microsoft.com/en-us/sql/analysisservices/multidimensional-models/adomd-net/redistributing-adomd-net?view=sql-analysis-services2017>. Customer acknowledges and agrees that Customer remains solely responsible for any claim arising out of Customer's use of the code distributed under the Microsoft Software Analysis Library and included in Essential® Studio, or the incorporation of such code into Customer's products, and that Fenix Alliance shall have no liability under any circumstances.

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

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