PLEASE READ THIS BOLD REPORTS EMBEDDED AGREEMENT CAREFULLY.

Overview Of What This Document Is

This Software License Agreement (the "Agreement") is a legal agreement between you ("You", "Your", or "Customer") and Syncfusion, Inc., a Delaware corporation with its principal place of business located at 2501 Aerial Center Parkway, Suite 111, Morrisville, North Carolina 27560 ("Syncfusion"). If you are acting as an individual, "You", "Your", or "Customer" will mean that You agree to be bound by these terms; otherwise, "You", "Your", or "Customer" means the business or other entity for which you are obtaining Bold Reports and the organization or entity that will be granted the rights and abide by the restrictions of the Agreement.

What Is Syncfusion's Bold Reports Embedded

Bold Reports Embedded Platform includes any portion of the Syncfusion's Bold Reports Platform, to include the software framework, platform, assemblies, or documentation (herein referred to as "Bold Reports" or the "Licensed Product"). Bold Reports provides Customer the ability to embed Bold Reports within a Customer's application for the purpose of visualizing data within such application by creating, viewing, and sharing reports to show Key Performance Indicators (KPIs).

Your right to use Bold Reports is set forth in this Agreement.

What Is Not Included

This Agreement is specific to Syncfusion's Bold Reports Embedded, herein referred to as "Bold Reports" or the "Licensed Product". Bold Reports - Self Service, all Bold BI products, BoldDesk, BoldSign, and Essential Studio are **not** covered by or included in this Agreement.

Binding your company

If You are agreeing to this Agreement either on behalf of Yourself or a company or other legal entity, You represent that you have the authority to bind such entity. You must also be at least eighteen (18) years old to agree to these Terms. If You do not have such authority, are not at

least eighteen (18), or if You do not agree with these Terms, you may not use and/or download the Licensed Product.

Read the Terms Carefully.

Carefully read all the terms and conditions of this Agreement prior to downloading, using, or installing Bold Reports. This Agreement between You and Syncfusion sets forth the terms and conditions of Your use of Bold Reports. For the purposes of this Agreement, the effective date of this Agreement shall be the date upon which You click the "YES" button below. If you choose to update to a later version of the software the then-current Terms of Use will apply.

BY CLICKING THE "YES" BUTTON OR ACCESSING BOLD REPORTS IN ANY WAY, YOU ARE ACCEPTING ALL OF THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, ACCESS, INSTALL, OR OTHERWISE USE BOLD REPORTS.

IF, AFTER READING THIS AGREEMENT, YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE CONTACT SYNCFUSION VIA EMAIL AT SALES@SYNCFUSION.COM.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties to this Agreement, and intending to be legally bound, the parties hereby agree as follows:

1. The Basics

This Agreement contains the entire understanding of Syncfusion and Customer and supersedes all prior written or oral communications between the parties with respect to the subject matter hereof. This Agreement does not operate as an acceptance of any conflicting terms and conditions and shall prevail over any conflicting provisions set forth in any Customer purchase order or any other instruments. Syncfusion reserves the right, at its sole discretion, to modify, discontinue or terminate Bold Reports or to modify this Agreement for any future versions at any time. Software updates to the Licensed Product may include modifications of the Terms of Use. Syncfusion will provide You with such modified Terms during the installation of a newer version of the Licensed Product. By installing new versions of the Licensed Product and/or continuing to access or use Bold Reports, You agree to be bound by such modified Terms.

2. Definitions.

Term	Definition	
Documentation	Documentation means the softcopy documentation provided by Syncfusion with the Licensed Product, such as softcopy user manuals and online help.	
Distribution Rights	Distribution Rights shall mean a named Customer's right to execute Customer Applications with the Licensed Product embedded, or anything that contains, links to (directly or indirectly), is compiled against, compiles any DLL, or otherwise calls to or relies on any such Customer Applications, on a Server or Cluster hosted by the named Customer, which may allow such applications to be available to a third party. The Licensed Product cannot be distributed in stand-alone form and/or with a wrapper under any circumstances and all such Distribution shall be to Non-Programmatic End Users only. Distribution rights extend to a named Customer only and do not extend, in any form, to any parent or subsidiary company of Customer, or any other third party.	
Redistribution Rights	Redistribution Rights shall mean a named Customer's right to execute Customer Applications with the Licensed Product embedded, or anything that contains, links to (directly or indirectly), is compiled against, compiles any DLL, or otherwise calls to or relies on any such Customer Applications, on a Server or Cluster hosted by a third party, thereby making such applications available to a third party. The Licensed Product cannot be distributed in stand-alone form and/or with a wrapper under any circumstances and all such Distribution shall be to Non-Programmatic End Users only. Redistribution rights extend to a named Customer only and do not extend, in any form, to any parent or subsidiary company of Customer, or any other third party.	
Cluster	A Cluster refers to a group of interconnected computers that work together as a single system to provide high	

	availability, reliability, and scalability. The Cluster acts as a single entity to users and applications and is often used to ensure that services remain available even if one or more individual computers (nodes) fail.	
Programmatic Access	Programmatic Access means access and/or the ability to patch, bug fix, code, add a line of code, modify any code, compile, develop, or recompile anything that contains, links to (directly or indirectly), is compiled against, compiles any DLL, or otherwise calls to or relies on Bold Reports. Programmatic Access extend to a named Customer only and do not extend, in any form, to any parent or subsidiary company of Customer, or any other third party.	
Personal Identifiable Information	Also referred to as "Personal Data" or "PII" means any information relating to an identified or identifiable natural person ("Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, or an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person and/or any data considered "personal data" and/or "personally identifiable information" by any data protection or privacy law or regulation.	
Managed Hosting	Customer Applications with Bold Reports embedded that are distributed on a server hosted by Syncfusion. In such cases, Syncfusion will provide Customer with an addendum to this Agreement, produced by Syncfusion, which details additional terms and conditions.	
Non-Programmatic End Users	Non-Programmatic End Users shall mean those who do not have access or the ability to patch, bug fix, code, add a line of code, modify any code, compile, develop, or recompile any part of Customer Application(s). Should a third party desire Programmatic Access and/or Distribution Rights to any of Customer's products containing, linking to, compiled against, or otherwise calling to or relying on the Licensed Product, such third party will be required to contact Syncfusion to obtain appropriate licensing.	

Customer Application(s)	A named application developed and distributed by a named Customer.	
Community License	Community License information and requirements are discussed in Appendix B – Community License Addendum.	

Bold Reports Embedded License Types:

• Self-Hosted

Name <u>Definition</u>		Limitations	
Server License A license which allows a named Customer to embed Bold Reports in unlimited Customer Applications, which provides a named Customer Distribution Rights on a single		Single Server Use: Such Customer Applications can be executed on one physical or virtual server machine only, hosted by the named Customer. This Server cannot be hosted by a third party. Should Customer require additional Servers, Customer would be required to purchase additional licenses.	
Cluster License	Customer Applications, which provides such Customer	Single Cluster Use: Such Customer Applications can be executed on one Cluster only, hosted by the named Customer. This Cluster cannot be hosted by a third party. Should Customer require additional Clusters, Customer would be required to purchase additional licenses.	
A license which allows a named Customer to embed Bold Reports in one Customer Application, which provides such Customer Distribution Rights on unlimited Servers.		Single Application Use: One such Customer Application can be executed on an unlimited number of physical or virtual Servers hosted by the named Customer, only. Servers cannot be hosted by a third party. Should Customer wish to embed the Licensed Product in additional Customer Applications, Customer would be required to purchase additional licenses.	
Global License	named Customer to embed Bold Reports in unlimited Customer Applications, which	Such Customer Applications can be executed on an unlimited number of physical or virtual Servers hosted by the named Customer, only. Servers cannot be hosted by a third party.	

Distribution Rights on unlimited Servers.	

Self-Hosted with Redistribution

Name	<u>Definition</u>	Limitations
Server License with Redistribution	A license which allows a named Customer to embed Bold Reports in unlimited Customer Applications, which provides a named Customer Distribution Rights on a single Server.	Single Server Use: Such Customer Applications can be executed on one physical or virtual server machine only, which can be hosted by the named Customer or a third party. Should Customer require additional Servers, Customer would be required to purchase additional licenses.
Cluster License with Redistribution	A license which allows a named Customer to embed Bold Reports in unlimited Customer Applications, which provides such Customer Distribution Rights for a single Cluster.	Single Cluster Use: Such Customer Applications can be executed on one Cluster only, which can be hosted by the named Customer or a third party. Should Customer require additional Clusters, Customer would be required to purchase additional licenses.
Application License with Redistribution	A license which allows a named Customer to embed Bold Reports in one Customer Application, which provides such Customer Distribution Rights on unlimited Servers.	Single Application Use: One such Customer Application can be executed on an unlimited number of physical or virtual Servers hosted by the named Customer or a third party. Should Customer wish to embed the Licensed Product in additional Customer Applications, Customer would be required to purchase additional licenses.
Global License with Redistribution	A license which allows a named Customer to embed Bold Reports in unlimited Customer Applications, which provides such Customer Distribution Rights on unlimited Servers.	Such Customer Applications can be executed on an unlimited number of physical or virtual Servers hosted by the named Customer or a third party.

3. Bold Reports Fee, Prices, and Payment

- **3.1** The License Fee is due and payable by Customer upon receipt of Syncfusion's invoice. All payments under this Agreement shall be made in United States dollars, and if not paid in accordance with the **Payment Terms** below of when due will be subject to interest at the rate of eighteen percent (18%) annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment was due until payment is made. In addition, Customer agrees to pay Syncfusion's cost of collecting any past-due amounts under this Agreement, including but not limited to reasonable attorneys' fees. **3.2** Payment Terms. The payments made to Syncfusion shall be made on a recurring basis and shall be charged in accordance with Your plan. Syncfusion may use third party payment processing providers. All billing cycles are renewed automatically for the same billing cycle. Fees for the current cycle are based on the prevailing rate on the first date of such cycle according to Bold Reports selected. You expressly agree to recurring payments. You accept responsibility and understand that you will be automatically charged unless you cancel your order in accordance with the terms of this Agreement or the license is terminated.
- **3.3** All Fees stated are non-refundable and are exclusive of all taxes, levies, or duties, which are Your responsibility. In the event of a failure of your chosen payment method, Syncfusion will notify Customer in writing in accordance with the Notice Section of this Agreement. Customer shall have ten (10) days from the date notice is provided to remedy any such issue. If payment is not received before this period passes, your Subscription will be canceled without further notice.
- **3.4** Payment Processing. You agree to promptly notify us of any changes to Your billing information. In case You pay with a credit card, You hereby authorize us to charge Your credit card on a recurring basis for all applicable fees.
- **4. Electronic Delivery** Electronic Delivery. All Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable ordering

document. Software shall be deemed delivered when it is made available for download ("Delivery").

5. License Grant.

- 5.1. Syncfusion hereby grants to Customer a limited, non-exclusive, non-transferable license to use the Licensed Product in machine-readable, object code form, in accordance with the terms and conditions specified in this Agreement, solely for the purpose of embedding the Licensed Product in Customer's Applications. Customer's use shall be in accordance with the Definitions and Limitations of this Agreement for the particular License Type acquired, and subject to all Restrictions specified in this Agreement. For the avoidance of doubt, Customer agrees that the Licensed Product is licensed and not sold. All use of the Licensed Product by Customer shall be made solely in accordance with the Documentation and this Agreement. Furthermore, Customer receives no rights to the Licensed Product other than those specifically granted herein. Each individual with Programmatic Access must have an active license. Should Customer Distribute any Customer Applications with the Licensed Product embedded, such Distribution will be to Non-Programmatic End Users only.
- **5.2.** Only Customer's Application(s) can link to, access, or compile any portion of Bold Reports. Should a third party desire Programmatic Access and/or Distribution Rights to any of Customer's Applications containing, linking to, compiled against, or otherwise calling to or relying on the Licensed Product, such third party will be required to contact Syncfusion to obtain appropriate licensing.
- **5.3.** Customer acknowledges that any breach of this Section shall constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder.
- **5.4.** Syncfusion reserves all rights to Bold Reports not specifically granted herein.
- **6. Improvements** In the event that, the Customer modifies, improves or creates derivative works of or from Bold Reports or any part thereof (collectively, "Improvements"), Syncfusion shall immediately and irrevocably own all right, title and interest, including any and all

Intellectual Property Rights, in and to such Improvements and the Customer hereby assigns any rights (including any Intellectual Property Rights) in such Improvements to Syncfusion and agrees to secure any additional confirmations, assignments or other instruments or documents as may be necessary to vest title to any such Improvements in Syncfusion as contemplated by this Section. No amount shall be payable by Syncfusion to the Customer for the assignment of any rights in Improvements. Notwithstanding the foregoing, all reports created and/or generated using the Licensed Product embedded in Customer's Applications shall not be considered to be derivative works or Improvements for the purposes of any provision of this Agreement.

7. Restrictions Customer agrees:

- **7.1** Customer cannot distribute Bold Reports in stand-alone form. Customer must have a significant value-add and ensure no one outside of Customer's organization has Programmatic Access.
- 7.2 Customer, or anyone acting on behalf of Customer, may not use the Licensed Product, including as embedded in Customer's Applications, for the purpose of training or improving machine learning algorithms, including but not limited to, artificial intelligence (AI), natural language processing, or data mining. This condition applies to any derivatives, modifications, or updates based on the software code. Any usage of the Licensed Product in an AI-training dataset is considered a Material Breach of this License. Additionally, Customer may not include the Licensed Product in any dataset used for training or improving machine learning algorithms, including but not limited to, artificial intelligence, natural language processing, or data mining. Should Customer distribute Customer Applications with the Licensed Product Embedded, Customer shall ensure no third party can use the Licensed Product in such a manner.
- **7.3** Customer acknowledges and agrees that Customer, or anyone acting on behalf of the Customer, will not reverse engineer Bold Reports or any piece of technology or product that is incorporated into or links to Bold Reports.

- **7.4** Customer may not allow any individual, entity, or third party to circumvent, disable, or otherwise interfere with security- related features of Bold Reports.
- **7.5** Customer will ensure no individual employee, or affiliate entity, or third party contractor affects the security features, decompiles or disassembles, decrypts, or attempts to derive the source code of Bold Reports, or any components thereof.
- **7.6** Customer will ensure no individual employee, or affiliate entity, or third party contractor copies, modifies, translates, patches, improves, alters, changes, or creates any derivative works of Bold Reports, or any part thereof.
- **7.7** Customer will ensure no use of robots, spiders, scrapers, or other automated means other than the Syncfusion provided API to access or monitor Bold Reports for any purpose.
- **7.8** Customer will ensure no individual employee, or affiliate entity, or third party contractor takes any action that imposes or may impose (at Syncfusion's sole discretion) an unreasonable or disproportionately large load on the Syncfusion infrastructure or infrastructure which supports Bold Reports.
- **7.9** Customer will ensure no individual employee, or affiliate entity, or third party contractor interferes or attempts to interfere with the integrity or proper working of Bold Reports, or any related activities. This includes attempts to:
 - **7.9.1** breach or otherwise circumvent any security or authentication measures;
 - **7.9.2** access, tamper with, or use non-public areas or parts of Bold Reports, or shared areas of Bold Reports You have not been invited to;
 - 7.9.3 interfere with or disrupt any user, host, or network, for example by sending a virus to, overloading, flooding, spamming, or mail-bombing any part of Bold Reports;
 - **7.9.4** access, search, or create accounts for Bold Reports by any means other than our publicly supported interfaces (for example, by "scraping" or creating accounts in bulk).
- **7.10** Customer cannot use Bold Reports in such a way that results in the Customer's development of Competing Products, where Competing Products means any

- products which are identical to or substantially the same as Bold Reports and/or which are (or could reasonably be anticipated to be) marketed or distributed in such a manner as to actually compete with Bold Reports.
- **7.11** Customer will ensure no individual employee, or affiliate entity, or third party contractor uses Bold Reports to develop a Competing Product.
- **7.12** Customer will ensure no individual employee, or affiliate entity, or third party contractor uses any Syncfusion trademarks without Syncfusion's prior written consent.
- **7.13** Customer will ensure no individual employee, or affiliate entity, or third party contractor uses Bold Reports in any unlawful manner, for any harmful, irresponsible, or inappropriate purpose, or in breach of these Terms or any terms and conditions of any third-party product or Bold Reports.
- 7.14 Customer will include technical checks when embedding the Licensed Product into a Customer Application to ensure none of the below are possible. Additionally, Customer warrants that Customer, or anyone acting on behalf of the Customer, will not:
 - **7.14.1** Reverse engineer Bold Reports or any piece of technology or product that is incorporated into or links to Bold Reports.
 - **7.14.2** Circumvent, disable, or otherwise interfere with security- related features of Bold Reports.
 - **7.14.3** Customer must ensure it includes license checks in all Distributed Customer Applications in which the Licensed Product is embedded that prevent Programmatic Access of the Licensed Product.

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

8. Trial Licenses When downloading Bold Reports for the first time, solely for purposes of considering the purchase of a subscription to Bold Reports, Syncfusion hereby grants

Customer a nonexclusive, non-transferable, non-sub-licensable, limited right to use the Licensed Product in machine-readable, object code form, free of charge, for the purpose of evaluating whether to purchase a Bold Reports license, subject to the terms herein. Customer may use the Licensed Product during the evaluation period for internal operations. All Trial Licenses are only allotted for a maximum of fifteen (15) days.

9. Open Source

- **9.1.** Customer acknowledges and agrees that Customer may need to install Phantom JS. This is a separate installation not licensed by this agreement, and Syncfusion holds no liability in any form. You should check the terms of Phantom JS prior to choosing to install it. Information on Phantom JS can be found at https://github.com/ariya/phantomjs.
- **9.2.** Customer acknowledges and agrees that Bold Reports may contain open source components that are subject to the terms of open source licenses. A list of such open source components, and links to their licenses, are listed in Appendix A. This list can be changed or updated without notice. Syncfusion provides these internet links for Customer's convenience only and makes no representation or warranty of any kind with regard thereto. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's incorporation of the open source components into Customer's products and that Syncfusion shall have no liability whatsoever under any circumstances.

10. Username and Password

- **10.1.** Account Registration. You will need to register for an account for Bold Reports in order to place orders and maintain your subscription. Any registration information that You provide to us must be accurate, current, and complete. You must also update Your information so that we may send notices, statements, and other information to You by email or through Your account. You are responsible for all actions taken through your accounts.
- **10.2.** Security. Customer acknowledges and agrees that use of Bold Reports necessarily involves the transmission and storage of data over networks and hardware devices that are not owned, operated, or controlled by Syncfusion. Syncfusion is not responsible for

any intercepted, lost, altered, stolen, or otherwise modified data that is transmitted or stored across such networks. By using the products, You accept all risks and agree Syncfusion will not have any liability for damages or equitable relief in any way.

11. Data Management and Security

- **11.1. Transmission and Storage.** While using the Licensed Product, Customer may transmit or store certain content, data, or information, such as numbers, statistics, figures, representations, text, and information ("Data"). The devices and the methods of transmission are outside of Syncfusion's control, and Syncfusion holds no liability in any form. Moreover, should Customer choose to make a report public and/or share a report, Syncfusion has no liability in any form for any Data you share.
- **11.2.** You must ensure that at all times Your use and storage are compliant with federal, state, and local laws and regulations. You represent and warrant that Your data was transferred with informed consent in such a way that does not violate any law or regulation or the rights of any third party. Syncfusion assumes no responsibility or liability for any of Your data, and You shall be solely responsible for the consequences or results of using, disclosing, storing, or transmitting it.
- **11.3.** Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Customer Data.
- **11.4.** Syncfusion will not use Customer Data for any purpose other than to ensure performance of this Agreement.
- **11.5. Hosting Data.** Customer is solely responsible for hosting data, including, but not limited to, any risks of hosting data and all data storage costs. Furthermore, Customer is solely responsible for any data it uses in connection with its use of the Licensed Product, including without limitation, the accuracy, quality, integrity, legality, reliability, appropriateness of the foregoing, compliance with all applicable data privacy and protection laws, and obtaining any intellectual property rights ownership or right to use the foregoing.
- **11.6. Responsibility.** You represent and warrant that You have obtained the rights to all of the rights, including intellectual property rights, subsisting in the Data submitted by

You, and You have the right to provide the Data and the license granted in these Terms to use such Data as stated in this Agreement.

- **11.7. Liability.** Syncfusion has no liability, in any form, for the Data Customer chooses to use or store. Syncfusion does not have any liability for deletion or modification of any such Data on any server. Syncfusion will not be responsible for any error, misinterpretation of visualized data, error in visualized data, or any error, destruction, or alteration of the Data.
- **11.8. No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person or entity not a party to this Agreement; there are no third party beneficiaries to this Agreement. For the avoidance of doubt, Syncfusion shall have no liability to any third party.
- **11.9.** Customer is on notice of Bold Reports' Data Policy, Privacy Policy, Cookie Policy, and Terms of Service, which can be viewed at any time on Bold Reports' website. Customer recognizes that these policies are not a part of this Agreement, and this Agreement does not restrict Syncfusion's right to revise any such policies.
- **11.10. Security.** Security Measures and Practices for Bold Reports can be found at the following site: https://www.boldreports.com/legal/security. Customer recognizes that this is not part of this Agreement, and that this Agreement does not restrict Syncfusion's right to revise such measures and practices.
- **11.11. Sensitive Data That Cannot Be Submitted.** Customer acknowledges and agrees that Customer will not submit to Syncfusion (1) any Personal Identifiable Information, (2) any patient, medical, or other health information or protected health information that is regulated by any law or regulation, (3) any other data that is protected by any law or regulation, or (4) any data that creates any liability or damages for Syncfusion. Syncfusion, at its sole discretion, can delete data or files at any time.
- **11.12.** For the avoidance of doubt, this Section does not prevent the Customer from storing confidential data including data described in this Section on their own networks. However, such data should never be provided to Syncfusion.

11.13. No data access by default. Syncfusion does not have access to data stored on your servers unless you choose to provide Syncfusion with access to your data for support purposes. If you choose to provide access to your data, it must be in accordance with the terms and conditions outlined in this Agreement. Syncfusion strongly recommends that you limit such access in scope and time. You always remain responsible for your data.

12. Support, Building Reports and Representing Data

- **12.1.** You are fully responsible for your use of the Licensed Product, including how You represent the Data, the connections of the Data, and how You choose to build reports. You are responsible for using competent professionals who understand the security risks associated with such Data.
- **12.2.** Bold Reports can be used to build reports, connect to data sources, view reports, and see data. It is up to You to build the reports and manage Data.
- 12.3. No data transmission to Syncfusion. Syncfusion does not automatically transmit Data back to our systems. Syncfusion does not have access to Your systems unless You choose to provide such access. You remain responsible for Your systems and servers. When using the Licensed Product, Syncfusion does not receive Your confidential information, and this software doesn't have data collection points or phone home functionality. Additionally, Syncfusion does not export any data in connection with this product. Syncfusion does not automatically transmit data back to its systems. Syncfusion does not have access to Customer's systems or its Data unless Customer chooses to provide such access. Customer remains responsible for its systems and servers. Syncfusion will not host or process Customer's Data in connection with this Agreement. As such, the parties agree that no Data Processing Agreement is required.
- **12.4.** Syncfusion only complies with its own InfoSec policy and procedures. More information is available upon request.
- **12.5.** Syncfusion will not be bound by Customer's security policies or its InfoSec policies. By using and/or downloading the Licensed Product, Customer acknowledges and agrees that Syncfusion will reject any such policies.

13. Additional Licenses To Other Connecting Software

- **13.1.** Customer may need to obtain additional licenses to connect to a data source even in instances where Syncfusion provides a working data access framework to connect to such data sources. For the avoidance of doubt, no third-party licenses are included with this Agreement, including but not limited to, Oracle, Salesforce, Google, Microsoft, or Adobe licenses.
- **13.2.** Customer agrees that in the event of any third-party claim about any third-party licenses, Syncfusion will have no liability to the Customer in any form. Customer further agrees that Customer will fully indemnify Syncfusion in the event a third party files any claim against Syncfusion regarding any Customer use of a third-party product in connection with Bold Reports without Customer obtaining proper licenses.
- **13.3.** Syncfusion reserves all rights to Bold Reports not specifically granted herein.
- **14. Title** No title to or ownership in Bold Reports is transferred to Customer. Title to and all applicable rights in patents, copyrights, trademarks, and trade secrets in Bold Reports shall remain in Syncfusion. Bold Reports provided hereunder, including the ideas, concepts, knowhow, and technology contained therein, is proprietary and confidential to Syncfusion and contains trade secrets of Syncfusion. Customer agrees to be bound by and observe the proprietary, confidential, and trade secret nature thereof as herein provided. Customer agrees to take appropriate action by instruction or agreement with its employees who are permitted access to Bold Reports to fulfill its obligations hereunder.

15. Term and Termination

- **15.1.** The license rights granted under this Agreement shall be for a period commencing at the earlier of (i) the payment of the license subscription fee or (ii) initial download of or access to the Licensed Product, excluding updates.
- **15.2.** Customer acknowledges and agrees that this license is a "Subscription License," defined as an annual subscription to use the Licensed Product. Upon termination, Customer cannot continue to possess the Licensed Product, or possess, deploy, distribute, lease, license, or provide maintenance to any software that contains the Licensed Product.

- **15.3.** Customer acknowledges and agrees that in the event Customer chooses not to renew the Subscription License, all Customer rights will terminate at the end of the thencurrent term. In the event of termination, Customer acknowledges and agrees that it will remove the Licensed Product, including any software in which Customer has embedded the Licensed Product, from its systems and any sites/servers (third party, cloud, or otherwise) where it has been deployed. Furthermore, Customer will immediately return or destroy the Licensed Product and copies thereof as directed by Syncfusion, and if requested by Syncfusion, Customer shall certify in writing as to the removal and destruction or return of the Licensed Product and all copies thereof.
- **15.4.** Customer acknowledges and agrees that in the event Customer does not: (1) communicate a desire for termination and (2) remove the Licensed Product in accordance with the terms of this Agreement, then this Subscription License will autorenew at the end of each subscription period.
- **15.5.** Syncfusion shall have the right to terminate Customer's license if Customer fails to comply with the license terms and conditions.
- **15.6.** The parties acknowledge and agree that pursuant to Syncfusion's right to terminate Customer's license, Syncfusion will promptly notify Customer in writing before any such action is taken. Prior to such termination, Customer shall have ten (10) business days from the date notice is provided to remedy any such issue.
- **15.7.** Syncfusion is not required to give any notice to terminate licenses in the event of a Material Breach. Licenses may be immediately termination for Material Breach.
- **15.8.** Once any licenses are revoked, all use of Bold Reports shall be strictly prohibited.
- **15.9.** In the event of termination or expiration, it is your obligation to transfer, back up, or otherwise maintain your data. You acknowledge that you should take all necessary precautions to avoid any loss of data that might result when Bold Reports can no longer be used, accessed, or properly licensed. Syncfusion will not be liable for loss of data following the termination or expiration of this Agreement.
- **15.10.** Sections 14, 15, 16, 17, 18, and 25 of this Agreement shall survive the expiration or termination of Customer's license and this Agreement.

16. Warranty

- **16.1.** Upon installation on the Computer System, the Licensed Program(s) will perform in all material respects in accordance with the specifications in the Documentation for a period of forty-five (45) days. Should Customer discover a defect within this time frame, Customer must supply Syncfusion with written notice which specifies the nature of such defect and provide sufficient detail for Syncfusion to address and remedy the claimed defect. Such notice must be delivered to Syncfusion within such 45-day time frame. Syncfusion shall have forty-five (45) days from the date it receives such notice to cure the claimed defect. Customer's sole remedy for any defect in the Licensed Program(s) not cured in the 45-day period shall be to terminate this Agreement and receive a refund of amounts paid. Any modification or attempted modification of the Licensed Product by Customer or any failure by Customer to implement any improvements or updates to the Licensed Product as supplied by Syncfusion shall void this limited warranty. Syncfusion shall not be responsible for any defect in, or any defect caused by, any additions or modifications to the Licensed Product by Customer. SYNCFUSION DOES NOT WARRANT THAT BOLD REPORTS OR ACCESS TO AND USE OF THE SITES OR BOLD REPORTS WILL BE UNINTERRUPTED, ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES OR BOLD REPORTS IS FREE FROM VIRUSES OR OTHER HARMFUL CODE.
- 16.2. SYNCFUSION OFFERS NO WARRANTY REGARDING THE RELIABILITY OF THE PERFORMANCE OF BOLD REPORTS, INCLUDING WITHOUT LIMITATION ANY WARRANTY: (I) THAT BOLD REPORTS, INCLUDING ANY ANTI-VIRUS OR ANTI-SPAM FEATURES, WILL DETECT, BLOCK, OR PREVENT ALL VIRUSES, SPAM, OR OTHER HARMFUL OR UNWANTED CODE OR INTRUSIONS; AND (II) REGARDING THE BACKUP OR STORAGE OF CUSTOMER DATA ON OR BY BOLD REPORTS.; AND (III) THAT BOLD REPORTS WILL BE WITHOUT DISRUPTION OR OUTAGES. FROM TIME TO TIME, SYNCFUSION MAY NEED TO TAKE BOLD REPORTS OFFLINE FOR MAINTENANCE AND SUPPORT.
- **16.3.** THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, AND WHICH WARRANTIES ARE HEREBY DISCLAIMED,

INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

17. Indemnification

- 17.1. Syncfusion provides the Services and access to Bold Reports to Customer without any indemnification of any kind. Syncfusion does not provide any copyright indemnification, patent indemnification, trademark indemnification, data privacy indemnification, or other trade secret indemnification. Accordingly, Customer hereby assumes all risks and liabilities that may arise from Customer's use of the Services. Moreover, in addition to any other limitation of liability set forth in these terms of use, You expressly agree that in no event shall Syncfusion or its officers, directors, employees, contractors, affiliates, or agents be liable to You or any third party for the following:
- **17.2.** Any direct, indirect, punitive, incidental, special, or consequential damages or any damages incurred by You, however caused and under any theory of liability. This shall include, but is not limited to, lost profits (directly or indirectly), loss of data, loss of files, loss of goodwill or business reputation, or other intangible loss;
- **17.3.** Any loss or damage that may be incurred by You, or arising from an outage, or arising out of or in any way connected with the use or performance of the Services; the delay in using or inability to use the Services; the provision of or failure to provide services; any information, documents, and publications obtained through the Website; or any loss or damage otherwise arising out of the use of the Services;
- **17.4.** Any loss or damage arising out of unauthorized access to or alteration of Your transmissions of data and of any material or data sent or received or not sent or received; and
- **17.5.** Any loss or damage arising out of any inaccuracies in the translation of information, documents, and publications, or of any misunderstandings resulting from differences in language usage, dialect, or particular regional usage in such translations.
- **17.6.** We have no liability for any loss, damage, or misappropriation of Your data, files, or information under any circumstances or for any consequences related to changes, restrictions, suspensions, or terminations of the Agreement.

- **17.7.** The limitations on Syncfusion's liability in Section 18 apply even if Customer has been advised of or should have been aware of the possibility that such losses or damages could arise.
- **17.8.** This is the sole indemnification remedy. The Parties agree that if there is any liability for Syncfusion, it will be limited to \$1.00 USD.

18. Use of Services and Limitation of Liability

- **18.1.** The Services are tools that are not intended to replace the professional skills and judgment of Customer and its employees, agents, and consultants. Customer alone shall be responsible for the accuracy and adequacy of information and data furnished for processing and any use made by Customer of the output of the Services or any reliance thereon by Customer or users of Customer products.
- **18.2.** Customer shall also be responsible for the continued operation and maintenance of the computer equipment and the third-party software used with the Services. For these reasons, Customer agrees to be solely responsible for the design, repair, and configuration of Customer's equipment, machinery, systems, and/or products. Customer assumes all risks and liability for results obtained by the use of and/or implementation of the designs developed by Customer that are in any way influenced by the use of the Services or the provision of services, whether such designs are used singly or in combination with other designs or products. Customer shall protect, indemnify, hold harmless, and defend Syncfusion of and from any loss, cost, damage, or expense, including attorneys' fees, arising from any claim asserted against Syncfusion that is in any way associated with the matters set forth in this Section.
- **18.3.** Without limitation of Section 18.1 and/or 18.2 above, Customer acknowledges and agrees that Syncfusion assumes no liabilities and has no liability whatsoever under any circumstances for any claim relating to the subject matter of this Agreement, regardless of the form of action, whether in contract or tort, including claims of negligence or claims of intellectual property infringement against Syncfusion. The Parties agree that if there is any liability for Syncfusion, it will be limited to \$1.00 USD.

19. Maintenance and Support

- **19.1.** Maintenance and Support is provided in accordance with the terms of Syncfusion's then-current Bold Reports Support and Maintenance Service Level Agreement, available upon request.
- **19.2.** Syncfusion requires that Customer disclose each of its developers that work with Bold Reports for the purpose of providing Maintenance and Support services. Accordingly, Customer acknowledges and agrees that it will be required to provide information to Syncfusion that Syncfusion reasonably requests to identify each individual in order for Syncfusion to provide such Maintenance and Support services.
- **19.3.** Other than necessary information to provide such support, which includes names and correlating email addresses, Syncfusion will not request, nor does Syncfusion knowingly accept, any information that can or could be considered to constitute Personally Identifiable Information ("PII") under any law or statute. Syncfusion provides no protection, no indemnity, and no guarantees or warranty, of any kind, if You provide PII to Syncfusion. You further acknowledge and agree that if you send PII to Syncfusion, other than the information specifically requested by Syncfusion to for Maintenance and Support purposes, then Syncfusion will treat any such disclosure as a material breach of this Agreement.
- **19.4.** Syncfusion reserves the right, in its sole discretion, to limit or suspend or terminate this subscription during any Subscription License Term in the event that Syncfusion determines that Customer is abusing Maintenance and Support. Examples of such abuse include, but are not limited to, (i) Customer personnel making excessive use of Syncfusion support resources, (ii) Customer personnel making unreasonable demands of Syncfusion support personnel, or (iii) engaging in behavior described in the Bullying and Harassing Behavior Section of this Agreement.
- **19.5.** Maintenance and Support services are provided to Customer only. All help tickets or maintenance and support requests must be submitted by Customer and may not be submitted by any third party on behalf of Customer. This prohibition against the use of third parties includes, but is not limited to, (i) Customer's use of a third party to submit

help tickets on Customer's behalf, (ii) Customer submitting a help ticket on behalf of a third party, (iii) Customer using a third party to submit a request for support. Further, Customer cannot use any third party to provide maintenance, support, or updates to the Licensed Product or any Customer Applications that incorporates the Licensed Product; all Maintenance and Support services must be obtained directly from, and only from, Syncfusion. Customer acknowledges that any breach of this Section will constitute a Material Breach of this Agreement and will result in an immediate termination of the license granted hereunder.

- **19.6.** Maintenance and Support is included during an active Subscription License Term. Termination of any such subscription shall result in the termination of Maintenance and Support.
- **19.7.** Maintenance and Support services are subject to Fair Use limits. These limits are currently defined as up to one hundred sixty (160) hours of work each month or if in Syncfusion's sole opinion, the Customer is submitting tickets that would exceed the industry standard of fair use. Syncfusion will review all support requests from customers with at least ten times the average number of such requests to determine whether they meet these guidelines.
- **19.8.** Customer should only supply dummy data when submitting support tickets to Syncfusion. In the event Customer supplies Data when submitting a support ticket, Customer represents and warrants that (1) Customer obtained all of the necessary rights, releases, and permissions to provide any and all of its Data to Syncfusion and (2) Customer's data was transferred with informed consent in such a way that does not violate any law or regulation or the rights of any third party.
- 20. Export Customer acknowledges that Bold Reports provided hereunder may be subject to the export control laws, rules, regulations, restrictions, and national security controls of the United States and other applicable foreign agencies (the "Export Controls"). Customer agrees to abide by the Export Controls, and that any part of Bold Reports licensed hereunder will not be exported (or re-exported from the country where it was first installed), directly or indirectly, separately or as part of a system, sold, leased, or otherwise transferred without

Customer, at its own cost, first obtaining all necessary licenses from the United States Department of Commerce and any other appropriate agency of the United States Government as may be required by law. Customer acknowledges that it shall be solely responsible for determining the extent of any such licenses required, and for any costs associated with complying with the requirements of this Section. Customer hereby (i) represents and warrants that Customer is not an entity or person to which shipment of Bold Reports or provision of the Maintenance and Support services, is prohibited by the Export Controls; and (ii) agrees that it shall not export, re-export, or otherwise transfer Bold Reports to (a) any country subject to a United States trade embargo, (b) a national or resident of any country subject to a United States trade embargo, (c) any person or entity to which shipment of Bold Reports is prohibited by the Export Controls, or (d) anyone who is engaged in activities related to the design, development, production, or use of nuclear materials, nuclear facilities, nuclear weapons, missiles, or chemical or biological weapons. Customer shall, at its expense, defend Syncfusion and its affiliates from any third party claim or action arising out of any inaccurate representation made by Customer regarding the existence of an export license, Customer's failure to provide information to Syncfusion to obtain an export license, or any allegation made against Syncfusion due to Customer's violation or alleged violation of the Export Controls (an "Export Claim") and shall pay any judgments or settlements reached in connection with the Export Claim as well as Syncfusion's costs of responding to any such Export Claim.

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

- that include the Licensed Assemblies under any such arrangement. Customer is solely responsible for vetting and seeing if Bold Reports is allowed under government regulations.
- 22. Taxes The License Fees and any other amounts payable pursuant to the terms and conditions herein are exclusive of all national, state, regional, local, municipal, or other taxes and fees including, but not limited to, excise, sales, use, property, ad valorem, intangibles, goods and services and value added taxes, customs duties, and registration fees now in force or enacted in the future, and all such taxes and fees, except taxes based on Syncfusion's net worth, capital, or net income, shall be paid directly by the Customer, or if paid by Syncfusion, Customer will reimburse Syncfusion. If You are located in a jurisdiction which requires You to deduct or withhold taxes or other amounts from any amounts due to us, You must notify us in writing. In such a case, we reserve the right to assess the withheld amount or to increase the gross amount of the applicable payment so that, after the deduction or withholding for taxes, the net amount paid to us will not be less than the amount we would have received without the required deduction or withholding.
- 23. Notice Any notice or other communication given hereunder shall be in writing. Notice shall be considered delivered and effective upon receipt when sent by U.S. Mail, postage prepaid, or certified mail, return receipt requested, addressed to the parties as set forth above, or the date transmission is completed when delivered electronically by e-mail. Either party, upon written notice to the other, may change any name or address to which future notice shall be sent.

24. General Clauses

Provision	Clause	
25.1 Assignment	Customer may not assign any of its obligations, rights, or remedies hereunder and any such attempted assignment shall be null and void.	
25.2 Waiver	Waiver The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder. This Agreement constitutes the complete understanding between the parties with respect to the subject matter herein and supersedes all	

Provision	Clause		
	proposals, all previous negotiations and agreements, written or oral, express or implied, between the parties with respect to the subject matter herein. This Agreement may not be waived, altered, amended, or modified except in writing, directly referencing the Agreement, and signed by authorized representatives of both parties.		
25.3 Independent Contractors	It is expressly agreed that the parties are acting hereunder as independent contractors. Under no circumstances shall any of the employees of one party act on behalf of, or be deemed the employees of, the other party for any purpose.		
25.4 Logos	Syncfusion shall have the right, but no obligation, to use Customer's name and Customer's logo in a list of Syncfusion's licensees. Such list of licensees will only identify Customer by name and/or logo, but will not make any statement about the relationship between Syncfusion and Customer without Customer's permission. Syncfusion will remove Customer's name from any such list upon sixty (60) days' written notice from Customer.		
25.5 CAN-SPAM	CAN-SPAM Customer acknowledges and agrees that Syncfusion shall have the right, but no obligation, to provide communication to the Customer, in multiple forms, to include email, without a violation of any email regulation or law, including but not limited to the CAN-SPAM Act of 2003 or similar laws and/or regulations. Customer may opt out of receiving marketing emails by contacting sales@syncfusion.com.		
25.6 Intended Purpose	To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.		

Provision	Clause		
25.7 Injunctive and Equitable Relief	The obligations of Customer under Sections 14, 20, and 21 hereof are of a special and unique character which gives them a peculiar value to Syncfusion and its Vendors for which neither Syncfusion nor its Vendors can be reasonably or adequately compensated in damages in the event Customer breaches such obligations. Therefore, Syncfusion shall, in addition to other remedies which may be available, be entitled to injunctive and other equitable relief in the event of the breach or threatened breach of such obligations.		
25.8 Arbitration	Arbitration Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three (3), with one (1) arbitrator being named by each party and the third arbitrator being chosen by the other two (2) arbitrators. The place of arbitration shall be Raleigh, North Carolina, and the laws of North Carolina shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.		
25.9 Jurisdiction and Venue	This Agreement shall be governed by the substantive laws of the state of North Carolina without regard to any conflict of law provisions. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, or by the Uniform Commercial Code, the application of which is expressly excluded. The parties agree that sole jurisdiction and venue for any dispute relating to this Agreement shall be in a federal or state court located in Wake County, North Carolina.		
25.10 Bullying and Harassing Behavior	Bullying or Harassing Behavior: Customer may not display Bullying or Harassing Behavior when engaging with Syncfusion's employees or associates; such acts will constitute a material breach of this Agreement. For purposes of this Agreement, "Bullying or Harassing Behavior" shall mean any written, electronic, or verbal communication, or physical act, which is insulting, hurtful, hostile, vindictive, cruel, or malicious that may cause humiliation or intimidation. Bullying or		

Provision	Clause	
	Harassing Behavior also includes, but is not limited to, acts reasonably perceived as being motivated by any actual or perceived differentiating characteristic, such as race, color, religion, ancestry, national origin, gender, socioeconomic status, gender identity, physical appearance, sexual orientation, or mental, physical, developmental, or sensory disability.	

Appendix A – Bold Reports Third-Party Software

Customer acknowledges and agrees that the Licensed Program contains certain features that may contain third-party software. A list of all third-party software is provided below. Syncfusionprovides the accompanying internet links for Customer's convenience only and makes no representation or warranty of any kind with regard thereto. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's incorporation of the third-party software into Customer products and that Syncfusion shall have no liability whatsoever under any circumstances.

Customer hereby acknowledges and agrees that the Licensed Programs contain certain features that (i) are licensed from third parties and are subject to additional terms or third-party licenses or (ii) allow Customer to implement or interface with third-party products that are subject to separate agreements. Customer further acknowledges that the list of such features may change as newer versions of the Licensed Programs are released by Syncfusion. Customer is required to obtain all third-party licenses.

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

Syncfusion shall have no liability whatsoever for, nor provide any indemnification to, Customer under any circumstances for any claims that may arise against Customer related to Customer's use of such third-party software.

Customer agrees that Customer will fully indemnify Syncfusion in the event a third party files any claim against Syncfusion regarding any Customer use of a third-party product in connection with Bold Reports where Customer has not obtained proper licenses.

Bold Reports(s) may utilize third party open-source software code and technologies from Chromium. It is your obligation to understand and abide by any Chromium terms; Syncfusion shall have no liability whatsoever under any circumstances arising from third party open-source

software code and technologies. The terms can be found at http://www.chromium.org
SimpleMDE–Markdown Editor: https://simplemde.com/
https://github.com/sparksuite/simplemde-markdown-editor/blob/master/LICENSE

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Appendix B – Community License Addendum

Community Licenses for Bold Reports are subject to the additional terms and conditions set forth herein.

Community Licenses are not available to any government agency or any quasi-government agency regardless of the size of such agency or its budget.

Community Licenses may be used by individuals for any legal purpose, including commercial use, subject to each limitation set forth in this Agreement. Individuals may not use any Bold Reports licensed under the Community License on behalf of any entity or organization unless the entity or organization would itself qualify for Community Licenses with the criteria set forth below.

In order to qualify for a Community License, an entity or other organization must meet all of the following requirements:

An entity or organization must have gross annual revenues of less than One Million United States Dollars (\$1,000,000.00 USD), or equivalent in foreign currency, during each year that Customer desires to remain a licensee under a Community License. Syncfusion reserves the sole right to make a final determination as to whether Customer shall initially qualify for, and subsequently maintain, the right to hold a Community License. For the purpose of determining and maintaining eligibility for a Community License, there shall be absolutely no exceptions made when determining gross annual revenues. If an entity or organization is controlled by another entity or organization, the controlling entity or organization must also meet the gross annual revenue requirement when aggregating all such entities owned or controlled by the parent entity or organization. Community Licenses can also be used by non-profit organizations with an annual total budget of less than One Million United States Dollars (\$1,000,000.00 USD) or equivalent in foreign currency.

An entity or organization may not have ever received more than Three Million United States Dollars (\$3,000,000.00 USD) in capital from an outside source such as private equity or venture capital in order to be eligible for the community license.

An entity or organization may not have more than five (5) total developers. No entity or organization may hold more than five (5) Community Licenses at any given point in time. Holding more than five (5) Community Licenses at any point in time will automatically make the entity or organization ineligible for Community Licenses from that point forward, and the entity or organization shall remain ineligible even if the number of Community Licenses should subsequently fall back under this numerical limit.

An entity or organization must have 10 or fewer total employees.

Syncfusion reserves the right to request, and Customer shall promptly provide, all reasonable cooperation to verify Customer's eligibility for obtaining aconfidend/or maintaining Community Licenses, including access to validating documentation as needed.

Community Licenses are non-transferable under any and all circumstances.

Syncfusion does allow non-University level classrooms to use Syncfusion's community license, for classroom educational instruction only, so long as they notify Syncfusion and do not use Syncfusion in any commercial applications

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