

Terms Of Use

Embedded

Effective Feb 5, 2024

PLEASE READ THIS BOLD BI EMBEDDED AGREEMENT CAREFULLY.

Overview Of What This Document Is?

This Software License Services 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 BI and the organization or entity that will be granted the rights and abide by the restrictions of the Agreement.

What Is Syncfusion Bold BI Embedded?

Bold BI Embedded or Bold BI shall mean any portion of the Syncfusion’s Bold BI Platform, to include the software framework, platform, assemblies, or documentation that provides any ability to do any of the following actions: ability to create, view, and share dashboards that will give You the ability to report on data and Key Performance Indicators (KPIs), visualize data within your application, or help visualize data within your application as well as any updates or new versions of the same that may be delivered or made available by Syncfusion to Customer during the term of this license. It also provides You the ability to embed Bold BI within an application that you own.

Syncfusion licenses its Bold BI Platform for a monthly subscription fee. Your right to use any given copy of Bold BI 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 shall also apply which will be set forth in a Master License Agreement, which is a separate written and signed agreement, defined below.

What Is Not Included?

This Agreement is specific to the Syncfusion Bold BI Embedded, hereafter in this agreement referred to as “Bold BI”.

This does not provide any license rights for any other Licensed Product to include Bold BI Cloud.

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 the Services. If You or your organization are subject to the GDPR, You also accept our Data Processing Agreement, a copy of which can be obtained by contacting Syncfusion at legal@syncfusion.com.

Read the Terms Carefully

Carefully read all the terms and conditions of this Agreement prior to downloading, using, or installing Bold BI (as that term is defined below). This Agreement between You and Syncfusion sets forth the terms and conditions of Your use of Bold BI. 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 EULA will apply.

BY CLICKING THE “YES” BUTTON OR ACCESSING BOLD BI 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 BI.

IF AFTER READING THIS AGREEMENT YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE CONTACT SYNCFUSION VIA EMAIL AT SALES@BOLDBI.COM OR BY TELEPHONE AT [1-888-936-8638].

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, and any Syncfusion posted terms as noted below, 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. In addition, when using Bold BI, You shall be subject to any posted guidelines, rules, or terms applicable to such use, which may be posted from time to time and are subject to change. All such guidelines, rules, or terms (including without limitation the Syncfusion Data Policy, Syncfusion Privacy Policy, Syncfusion Cookie Policy, and Syncfusion Terms of Service) are hereby incorporated by reference into this Agreement; these terms can be viewed at any time at <https://www.boldbi.com/legal/privacy>. Syncfusion may choose to offer other products or services that are governed by additional terms and conditions. Syncfusion reserves the right, at its sole discretion, to modify, discontinue or terminate Bold BI or to modify this Agreement for any future versions at any time. These Terms can be viewed at any time at <https://www.boldbi.com/legal/terms-of-use>. If we modify these Terms, we will provide You with modified Terms during installation of the newer version.

By continuing to access or use Bold BI after we have presented the modified Terms, You agree to be bound by the modified Terms. If the modified Terms are not acceptable to You, You agree to immediately stop using Bold BI. You may continue using the old version under a valid subscription under the terms of this agreement.

2. Definitions

Term	Definition
Documentation	Documentation means the softcopy documentation provided by Syncfusion with the Licensed Program(s), such as softcopy user manuals and online help.
Customer Development Team	This shall be the group of people, who are direct employees of the Customer who are programmatically accessing the Customer Product or are otherwise involved in its development.
Distribution of Customer Product	This shall mean providing a copy or access to the Customer Product in completed form.
Computer System	Computer System means the computer hardware equipment on which Customer has elected to install and/or execute a given copy of Licensed Program(s).

Programmatic Access	<p>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 BI.</p>
Personal Data	<p>“Personal Data” 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.</p>
Customer Application	<p>A named application developed and distributed by Customer.</p>
Project License	<p>A Project License shall allow Bold BI to be used and embedded within the scope of a named Customer Application. For the purposes of pricing and license administration, a “Project Team” is deemed to be a distinct team within a Customer’s business unit that works towards a distinct business purpose for the benefit of a single Customer Application.</p> <p>Customer is required to identify the name of each such</p>

	<p>Project Team to Syncfusion; such name must be unambiguous in nature. It is acknowledged and agreed by Customer that each identified Project Team shall exist for a valid business purpose and not just as a means for consolidating software licenses to minimize license fees that are otherwise due. If, in the sole opinion of Syncfusion, multiple Customer teams would each individually meet the above definition of a Project Team, such multiple teams shall not be combined for the purpose of consolidating licenses under a single Project Team. Customer is responsible for providing information about each such Project Team to Syncfusion.</p>
Vendor	<p>Vendor(s) means the third parties that furnish Syncfusion with portions of the Licensed Program(s). Certain Vendor software is licensed to be used in conjunction with the Licensed Program(s) and not for any other use.</p>
Community License	<p>Community License means a limited license that may be granted to Customers with</p> <ul style="list-style-type: none"> (1) Less than \$1 million USD in annual gross revenue (2) Five or fewer developers (3) Ten or less employees <p>Community Licenses provide free access to Bold BI product for individual developers and small businesses, subject to the limitations set forth in Appendix B - Community License Addendum.</p>

3. Bold BI Fee, Prices, and Payment

- **3.1** Bold BI fee (“Bold BI Fee”) is the aggregate of the monthly fees for the Services selected by Customer. Fees must be paid monthly to continue to possess, distribute, use, or access Syncfusion Embedded Bold BI.
- **3.2** All payments under this Agreement shall be made in United States dollars. Charges will be based on the specific plan chosen by the Customer.
- **3.3** If You do not pay any monthly Service Fee covering a given period, Your account will be terminated.
- **3.4** Payment Terms. The payments made to Syncfusion shall be made on a recurring basis and shall be charged in accordance with Your plan. 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 BI selected. You expressly agree to recurring payments. You accept responsibility and understand that you will be automatically charged unless you cancel your order or the license is terminated.
- **3.5** All Fees are stated, are non-refundable, and are exclusive of all taxes, levies, or duties, which are Your responsibility. We will endeavor to contact you via the email address you have provided for up to seven (7) days in the event of a failure of your chosen payment method. If payment is not received before this period passes, your Subscription will be cancelled without further notice.
- **3.6** Withholding Taxes. 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. The

available payment methods and the required payment schedule are set forth in the Order Form.

- **3.7 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 and to store Your credit card information on our servers and/or on third-party payment processing providers' servers.
- **3.8** If You are invoiced, all amounts are payable within 30-days of receiving an invoice. Your payment may be processed through a third-party payment processing service, and additional terms may apply to such payments. We currently engage a third party for online payment processing services, and in addition to these Terms, You agree that such third-party terms and conditions shall apply to Your online payments of the Fees. We reserve the right to use other third-party payment processing services for such purposes in the future.

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. Bold BI Programmatic and other Access License Grant For Each Customer Application

- **5.1** Bold BI is meant to be embedded into your application. Any use is limited to the exact named Customer Application for which a paid software license has been obtained from Syncfusion. If you need to embed or otherwise use Bold BI in other applications, projects, or derivative projects, then you must obtain additional licenses for each Customer Product.

- **5.2** The Parties agree no other application other than the Customer Application can link to, access, or compile any portion of Bold BI without first obtaining additional licensing.
- **5.3** Syncfusion grants, a nonexclusive, non-transferable, non-sub-licensable, limited license to use the Software in machine-readable, object code form, subject to the terms herein by duly authorized Users for the Term of the Agreement.
- **5.4** The parties hereto also expressly agree as follows that during the Term of this Agreement, and only during the Term of the Agreement Licensed Entity may:
 - **5.4.1** Customer is licensed to create and use the dashboards generated by Bold BI embedding toolkit.
 - **5.4.2** Customer is licensed to embed components of Bold BI so that Customer can create and use Bold BI in all Customer Products, including, without limitation, all versions, releases, or corrections (whether developed or released during the Term of this Agreement).
 - **5.4.3** Customer Product may be licensed on a rental or subscription basis by Customer for the Term of the Agreement so long as there is no Programmatic Access by any individual who is not a direct employee of the Customer.
- **5.5** Customer Products may be licensed by Customer for installation at a Customer site or third-party site. Bold BI shall be used only by Customer for Customer's sole and exclusive benefit and shall not be used to provide time-sharing or other similar services.
- **5.6** No use is permitted when the monthly subscription fee is not paid.
- **5.7** 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.

Syncfusion reserves all rights to Bold BI not specifically granted herein.

6. Improvements

In the event that, the Customer modifies, improves or creates derivative works of or from Bold BI 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 article.8.3. No amount shall be payable by Syncfusion to the Customer for the assignment of any rights in Improvements.

7. Support, Building Dashboards and Representing Data

- **7.1** Syncfusion does offer Standard Support to answer any general questions or concerns. We have outlined the details in the Section titled Maintenance and Support.
- **7.2** You are fully responsible for how You represent the Data, the connections of the Data, and how You choose to build dashboards for with Bold BI You are responsible for using competent professionals who understand the security risks associated with data.
- **7.3** Bold BI can be used to build dashboards, connect to data sources, view dashboards, and see data. However, unless You purchase Consulting Hours or Premium Support, it is up to You to build the dashboards and manage data.

8. Trial Licenses

Trial If Licensee is downloading Bold BI for the first time, solely for purposes of considering the purchase of a subscription to Bold BI, using the Software through the Free Trial section of Licensor's website, or if a sales order specifies that an evaluation license is being granted thereunder, Licensor hereby grants to Licensee, and Licensee accepts, a nonexclusive, non-transferable, non-sub-

licensable, limited right to use the Software in machine-readable, object code form, free of charge, for the purpose of evaluating whether to purchase a Bold BI license, subject to the terms herein. Licensee may use the Software during the evaluation period for internal operations, on up to two Authorized Servers, by the Authorized Users specified upon download of the Software. The evaluation period is limited to a maximum of 14 days per organization.

9. No Rights Outside What IS Expressly Stated

The Customer agrees any use outside of what is expressly agrees gives Syncfusion the right to immediately terminate the license Agreement.

10. Restrictions

You Must Ensure That Your Use Complies with the Table Below
You cannot distribute Bold BI in stand-alone form. You must have a significant value-add and ensure no one outside of your organization has Programmatic Access.
Customer acknowledges and agrees that Customer, or anyone acting on behalf of the Customer, will not reverse engineer Bold BI or any piece of technology or product that is incorporated into or links to Bold BI.
You may not allow any individual, entity, or third party to circumvent, disable, or otherwise interfere with security- related features of Bold BI.

You will ensure no individual, entity, or third party affects the security features, decompiles or disassembles, decrypts, or attempts to derive the source code of Bold BI, or any components thereof.

You will ensure no individual, entity, or third party copies, modifies, translates, patches, improves, alters, changes, or creates any derivative works of Bold BI, or any part thereof.

You will ensure no Users use any robot, spider, scraper, or other automated means other than the Syncfusion provided API to access or monitor Bold BI for any purpose.

You will ensure no individual, entity, or third party 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 BI.

You will ensure no individual, entity, or third party interferes or attempts to interfere with the integrity or proper working of Bold BI, or any related activities. This includes attempts to:

- **1.** Breach or otherwise circumvent any security or authentication measures;
- **2.** Access, tamper with, or use non-public areas or parts of Bold BI, or shared areas of Bold BI You have not been invited to;

- **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 BI;
- **4.** Access, search, or create accounts for Bold BI by any means other than our publicly supported interfaces (for example, by "scraping" or creating accounts in bulk);

Customer cannot use Bold BI in such a way that results in the Customer's development of software products that are directly or indirectly competitive with Bold BI or any other Syncfusion products.

You will ensure no individual, entity, or third party uses any Syncfusion trademarks without our prior written consent.

You will ensure no individual, entity, or third party uses Bold BI or Sites to develop a competing Bold BI or product.

You will ensure no individual, entity, or third party uses Bold BI 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 BI.

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.

11. Open Source

- **11.1** 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>
- **11.2** Customer acknowledges and agrees that Bold BI 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.

12. User Name and Password

- **12.1** Account Registration. You will need to register for an account for Bold BI 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.
- **12.2** Security. Customer acknowledges and agrees that use of Bold BI 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.

13. Data

- **13.1 License.** While using Bold BI, Users may transmit or store certain content, data, or information to Bold BI, such as numbers, statistics, figures, representations, text, and information processed through Bold BI, or submissions made through the support for Bold BI (“Data”). The devices and the methods of transmission are outside of Syncfusion’s control, and Syncfusion holds no liability in any form.
- **13.2** You must ensure that at all times Your use and storage are compliant with federal, state, and local laws and regulations. When You provide us your data for support purposes, You represent and warrant that (1) You have obtained all of the necessary rights, releases, and permissions to provide any and all of Your Data to Syncfusion and (2) 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.
- **13.3** The Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Customer Data. Syncfusion will not use the Customer Data for any purpose other than to ensure performance of this Agreement.
- **13.4** Syncfusion reserves the right, but is not obliged, to review and remove any Customer Data which are deemed to be in violation with (i) the provisions of the Agreement or otherwise inappropriate, (ii) any rights of third parties, or (iii) any applicable legislation or regulation.
- **13.5 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. You further agree as soon as you become aware of any unauthorized use or loss of information, You will notify Syncfusion. You agree that Syncfusion will not have any liability or owe any damages from your failure to comply with this clause.

- **13.6 Security.** Syncfusion agrees, during the Term, to implement reasonable security measures to protect Data and will, at a minimum, utilize industry standard security procedures. However, because of the nature of Bold BI, which combines public and private information that is conveyed over the public internet on devices outside of Syncfusion's control, then to the maximum extent permitted by law: (i) Syncfusion shall not be held liable for any damage caused as a result of Your use of Bold BI, its unavailability, or any error or faults in t Bold BI and (ii) You alone shall be responsible and liable for the maintenance and backup of all Your Data and (iii) You will be responsible for any usage or breach of any Data rule, regulation, or restriction, to include but not limited to any GDPR restriction.
- **13.7 Sensitive Data That Cannot Be Submitted.** Customer acknowledges and agrees that Customer will not submit to Syncfusion (1) any personal identifiable information other than what is needed to create user names, (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 submitted to it at any time.
- **13.8** 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 including on Bold BI platform. Such data should never be provided to Syncfusion.

- **13.9** 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.
- **13.10** No data transmission to Syncfusion. Syncfusion does not automatically transmit data back to our systems. We do not at any time have access to your systems unless you choose to provide such access. You remain responsible for your systems and servers.

14. Additional Licenses To Other Connecting Software

- **14.1** You may need to obtain additional licenses to connect Bold BI to a data source even in instances where Syncfusion provides a working data access framework to connect to such data sources. As an example, if You are attempting to connect to Salesforce, Syncfusion offers this functionality; however, You must have adequate Salesforce licenses. No third-party licenses are included with this agreement.
- **14.2** You acknowledge and agree that Bold BI does not come with access to any data connection source or any third-party product, to include, but not limited to, any Oracle, Salesforce, Google, Microsoft, IBM, Apple, or Adobe licenses.
- **14.3** 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 the third-party files any claim regarding any Customer use of a third-party product in connection with Bold BI without Customer obtaining proper licenses.
- **14.4** Syncfusion reserves all rights to Bold BI not specifically granted herein.

15. Title

No title to or ownership in Bold BI is transferred to Customer. Title to and all applicable rights in patents, copyrights, trademarks, and trade secrets in Bold BI shall remain in Syncfusion or third parties from whom Syncfusion has obtained rights to license Bold BI. Bold BI provided hereunder, including the ideas, concepts, know-how, and technology contained therein, is proprietary and confidential to Syncfusion and its Vendors and contains trade secrets of Syncfusion and its Vendors. 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 BI to fulfill its obligations hereunder. Except as may be permitted in writing by Syncfusion, Customer shall not provide, or otherwise make available, Bold BI or copies thereof to any third party.

16. Term and Termination

- **16.1** 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 Bold BI, excluding updates.
- **16.2** The term of each Software license ("Subscription License Term") is 1 year (which is paid monthly) from the Effective Date of the Agreement. Unless otherwise specified in the Agreement, all subscriptions will renew automatically for periods equal to your initial Subscription Term unless you cancel your account by contacting sales@boldbi.com. If you cancel, your subscription will terminate at the end of then-current billing cycle, but you will not be entitled to any credits or refunds for amounts accrued or paid prior to such termination.
- **16.3** The license will continue until either (i) the subscription expires or is cancelled, or (ii) the subscription license terminates.
- **16.4** Evaluation use by any organization shall be for less than thirty (30) days during any two-year period.

- **16.5** Syncfusion shall have the right to terminate Customer's license if Customer fails to pay any required license fee(s) or otherwise fails to comply with the license terms and conditions set forth herein. In the event that Customer's failure to comply with the license terms and conditions is not payment-related or a material breach of the Agreement, Syncfusion shall give written notice to Customer of such default, and if such default has not been remedied within thirty (30) days after such notice, the license granted hereunder shall terminate. Specific termination timelines are as follows:
 - **16.6** In the event Customer fails to renew the subscription, then all licensed rights granted under this Agreement will immediately terminate, and Syncfusion shall not be required to give any written notice of such termination.
 - **16.7** In the event that Customer has failed to pay any required fee(s), whether an initial license fee or fee for additional licenses or any other services, Syncfusion shall give written notice to Customer of such default, and if such default has not been remedied in full within five (5) days of such notice, all licenses granted hereunder are hereby automatically revoked without further notice.
 - **16.8** Once any licenses are revoked for failure to pay license fees, all use of Bold BI, shall be strictly prohibited. Syncfusion shall not be required to give any written notice in the event that Customer's material breach of this Agreement results in the immediate termination of the license granted under this Agreement.
 - **16.9** Customer agrees that, upon expiration of the license term or upon termination for any reason, Customer shall immediately return or destroy Bold BI, to include from all Servers, Users, computers, devices, and within the Customer's possession, and copies thereof as directed by Syncfusion and, if requested by Syncfusion, to certify in writing and provide suitable evidence as to the destruction or return of Bold BI and

all copies thereof. Upon termination, Customer will have no rights to possess or distribute Bold BI.

- **16.10** 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 BI 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.
- **16.11** Sections 15, 16, 17, 18, 19, and 20 of this Agreement shall survive the expiration or termination of Customer's license and this Agreement.

17. Warranty

- DURING THE PERIOD OF 45 DAYS COMMENCING FROM THE EARLIEST OF THE FIRST DATE OF USE, INSTALL, DOWNLOAD OR POSSESSION OF BOLD BI ("COMMENCEMENT DATE") SYNCFUSION WARRANTS, FOR CUSTOMER'S EXCLUSIVE BENEFIT THAT BOLD BI, IF OPERATED AS DIRECTED IN THE DOCUMENTATION, SHALL OPERATE SUBSTANTIALLY IN ACCORDANCE WITH THE FUNCTIONAL SPECIFICATIONS IN THE DOCUMENTATION. SYNCFUSION DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR THAT THE OPERATION OF E BOLD BI WILL BE ERROR-FREE OR SECURE OR THAT IT WILL BE COMPATIBLE WITH ALL OF LICENSEE'S EQUIPMENT OR SOFTWARE CONFIGURATIONS OR THAT THE SOFTWARE IS DESIGNED TO MEET ALL OF LICENSEE'S BUSINESS REQUIREMENTS. IN THE EVENT THERE IS A BREACH OF WARRANTY THE ONLY REMEDY THAT WILL BE AVIILAVLE IS FOR CUSTOMER TO ASK FOR A REFUND. WITHIN SIXTY (60) DAYS OF THE COMMENCEMENT DATE. NO OTHER REMEDIES WILL BE AVAILABLE. THE REFUND MUST BE REQUESTED IN WRITING NO LATER THAN THE 60TH DAY FROM THE COMMENCEMENT DATE. IF AFTER THE 45TH DATE FROM THE COMMENCEMENT DATE CUSTOMER CONTINUES TO USE THE

PRODUCT, IT WILL BE ASSUMED THAT CUSTOMER EXCEPTS BOLD BI AS-IS.

- SYNCFUSION DOES NOT WARRANT THAT BOLD BI OR ACCESS TO AND USE OF THE SITES OR BOLD BI WILL BE UNINTERRUPTED, ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES OR BOLD BI IS FREE FROM VIRUSES OR OTHER HARMFUL CODE.
- SYNCFUSION OFFERS NO WARRANTY REGARDING THE RELIABILITY OF THE PERFORMANCE OF BOLD BI, INCLUDING WITHOUT LIMITATION ANY WARRANTY: (I) THAT E BOLD BI, 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 HE BOLD BI.; AND (III) THAT BOLD BI WILL BE WITHOUT DISRUPTION OR OUTAGES. FROM TIME TO TIME, SYNCFUSION MAY NEED TO TAKE BOLD BI OFFLINE FOR MAINTENANCE AND SUPPORT.
- 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.

18. Indemnification

- **18.1** Syncfusion provides the Services and access to Bold BI 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:

- **18.1.1** 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;
- **18.1.2** 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;
- **18.1.3** 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
- **18.1.4** 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.
- **18.2** 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.
- **18.3** The limitations on Syncfusion's liability in Section 19 apply even if Customer has been advised of or should have been aware of the possibility that such losses or damages could arise.

- **18.4** 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.

19. Use of Services and Limitation of Liability

- **19.1** 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.
- **19.2** 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 17.
- **19.3** Without limitation of Section 18.1 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.

20. Maintenance and Support

- **20.1 Conditions For All Support Maintenance-** Support is provided in accordance with the terms of Syncfusion's then-current support and maintenance policies. A current version of those policies is available from Syncfusion upon request.
- **20.2** Syncfusion requires that each you provide enough information to identify each individual who is working with Bold BI in the event that they require support. This is in order for Syncfusion to provide such Maintenance and Support for Bold BI during an active Subscription License Term.
- **20.3** 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, and (ii) Customer personnel making unreasonable demands of Syncfusion support personnel.
- **20.4** 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.
- **20.5 Premium Support**
 - **20.5.1** In the event Customer chooses to have the add-on of premium support this will be noted in the order form. Premium support provides (1) Dashboard creation assistance (2) a faster level of support (3) access to a client service team member. Premium Support is at an additional fee and the terms and conditions can be updated at any time. Premium support is subject to Fair Use limits. These limits are currently defined as up to forty (40) hours of work each month. In the event use exceeds 40 hours per month on average during any three (3) month period, Syncfusion will inform customer and with customer consent,

charge One hundred and Fifty U.S. Dollars (\$150.00 USD) per hour for each additional hour of work performed in subsequent months. If additional billing is not acceptable to the customer, then Syncfusion reserves the right to limit premium support to 40 hours.

- **20.5.2** Premium support shall also not be used to provide services to any third party. Syncfusion can cancel Premium Support at any time with thirty (30) days notice.

21. **Export**

Customer acknowledges that Bold BI 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 BI licensed hereunder will not be exported (or re-exported from the country where it was first installed), directly or indirectly, separately or as part of a system, sold, leased, or otherwise transferred without Customer, at its own cost, first obtaining all necessary licenses from the United States Department of Commerce and any other appropriate agency of the United States Government as may be required by law. Customer acknowledges that it shall be solely responsible for determining the extent of any such licenses required, and for any costs associated with complying with the requirements of this Section 12. Customer hereby (i) represents and warrants that Customer is not an entity or person to which shipment of Bold BI 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 BI 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 BI 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.

22. Government Contracting

If Bold BI 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 BI is allowed under government regulations.

23. 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.

24. 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.

General Clauses

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

	<p>complete understanding between the parties with respect to the subject matter herein and supersedes all proposals, all previous negotiations and agreements, written or oral, express or implied, between the parties with respect to the subject matter herein. This Agreement may not be waived, altered, amended, or modified except in writing, directly referencing the Agreement, and signed by authorized representatives of both parties.</p>
Independent Contractors	<p>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.</p>
Logos	<p>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.</p>
CAN-SPAM	<p>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</p>

	<p>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@boldbi.com.</p>
<p>If One Clause Is Unenforceable</p>	<p>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.</p>
<p>Surviving Clauses</p>	<p>The obligations of Customer under Sections 5, 11, 12 and 13 hereof are of a special and unique character which gives them a peculiar value to Syncfusion and its Vendors for which neither Syncfusion nor its Vendors can be reasonably or adequately compensated in damages in the event Customer breaches such obligations. Therefore, Syncfusion and its Vendors shall, in addition to other remedies which may be available, each be entitled to injunctive and other equitable relief in the event of the breach or threatened breach of such obligations.</p>
<p>Arbitration</p>	<p>Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration</p>

	<p>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.</p>
Jurisdiction and Venue	<p>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.</p>
Bullying and Harassing Behavior	<p>Bullying or Harassing Behavior: Customer may not display Bullying or Harassing Behavior when engaging with Syncfusion's employees or associates; such acts will constitute a material breach of this Agreement. For purposes of this Agreement, "Bullying or Harassing Behavior" shall mean any written, electronic, or verbal communication, or physical act, which is insulting, hurtful, hostile, vindictive, cruel, or malicious that may cause humiliation or intimidation. Bullying or Harassing Behavior also includes, but is not limited to, acts reasonably perceived as being motivated by any actual or</p>

	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.
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25. Data Management and Security: Pursuant to this Agreement

- **25.1** Syncfusion does not provide data storage or processing;
- **25.2** Syncfusion does not collect, store, otherwise process, or have directly disclosed to it Customer data.
- **25.3** Other than necessary information to assign licenses or provide 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 assign licenses, then Syncfusion will treat any such disclosure as a material breach of this Agreement.
- **25.4** When submitting support tickets to Syncfusion, only dummy data shall be submitted with any such tickets.

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

Bold BI 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. Syncfusion provides 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.

The Bold BI(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>

Bold BI Third-Party Software

Software	Applicable website	Applicable License
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Mapping data	http://www.naturalearthdata.com/downloads/	http://www.naturalearthdata.com/about/terms-of-use/
Web utility	https://github.com/marklagendijk/jQuery.tabbable	https://github.com/marklagendijk/jquery.tabbable/blob/master/LICENSE
Json.NET	https://www.newtonsoft.com/json	https://github.com/JamesNK/Newtonsoft.Json/blob/master/LICENSE.md
CSV reader	https://github.com/kentcb/KBCsv	https://github.com/kentcb/KBCsv/blob/master/LICENSE
Apache log4net	http://logging.apache.org/log4net/	https://logging.apache.org/log4net/license.html
Bootstrap-select Plugin	http://silviomoreto.github.io/bootstrap-select	https://github.com/silviomoreto/bootstrap-select/blob/master/LICENSE
JCrop plugin	http://deepliquid.com/content/Jcrop.html	http://deepliquid.com/content/Jcrop_License.html
jQuery Validation Plugin	https://jqueryvalidation.org/	https://github.com/jquery-validation/jquery-validation/blob/master/LICENSE.md

<p>LINQ for JavaScript</p>	<p>https://linqjs.codeplex.com/</p>	<p>https://linqjs.codeplex.com/license</p>
<p>Microsoft Azure Storage SDK for .NET</p>	<p>https://docs.microsoft.com/en-us/azure/storage/</p>	<p>https://github.com/Azure/azure-storage-net/blob/master/LICENSE.txt</p>
<p>i18n</p>	<p>https://github.com/turquoiseowl/i18n</p>	<p>https://github.com/turquoiseowl/i18n/blob/master/LICENSE.md</p>
<p>Roboto Font</p>	<p>https://github.com/google/roboto/</p>	<p>https://github.com/google/roboto/blob/master/LICENSE</p>
<p>SimpleMDE – Markdown Editor</p>	<p>https://simplemde.com/</p>	<p>https://github.com/sparksuite/simplemde-markdown-editor/blob/master/LICENSE</p>
<p>markdownsharp</p>	<p>https://code.google.com/archive/p/markdownsharp/</p>	<p>http://www.opensource.org/licenses/mit-license.php</p>
<p>IWC-SignalR</p>	<p>https://github.com/slimjack/IWC-SignalR</p>	<p>https://github.com/slimjack/IWC-SignalR/blob/master/LICENSE</p>
<p>jQuery Easing Plugin</p>	<p>https://github.com/gdsmith/jquery.easing</p>	<p>https://github.com/gdsmith/jquery.easing/blob/master/LICENSE</p>

Bootstrap CSS Framework & jQuery Plugins	http://getbootstrap.com/	https://github.com/twbs/bootstrap/blob/master/LICENSE
Npgsql	https://www.npgsql.org/	https://github.com/npgsql/npgsql/blob/main/LICENSE
jQuery UI	https://jqueryui.com/	https://github.com/jquery/jquery-ui/blob/master/LICENSE.txt
ConnectivityPlugin	https://github.com/jamesmontemagno/ConnectivityPlugin	https://github.com/jamesmontemagno/ConnectivityPlugin/blob/master/LICENSE
ImageCirclePlugin	https://github.com/jamesmontemagno/ImageCirclePlugin	https://github.com/jamesmontemagno/ImageCirclePlugin/blob/master/LICENSE
Akavache	https://github.com/akavache/Akavache	https://github.com/akavache/Akavache/blob/develop/LICENSE
SharePlugin	https://github.com/jguertl/SharePlugin	https://github.com/jguertl/SharePlugin/blob/master/LICENSE.md
serilog-sinks-file	https://serilog.net/	https://github.com/serilog/serilog-sinks-file/blob/dev/LICENSE

Messaging Plugin	https://github.com/cjlotz/Xamarin.Plugins	https://github.com/cjlotz/Xamarin.Plugins/blob/master/LICENSE.md
RazorEngine	http://antaris.github.io/RazorEngine/	https://github.com/Antaris/RazorEngine/blob/master/LICENSE.md
BTProgressHUD	https://github.com/nicwise/BTProgressHUD/	https://components.xamarin.com/license/btprogresshud
JsRender	http://www.jsviews.com/	https://github.com/BorisMoore/jsrender/blob/master/MIT-LICENSE.txt
WebMarkupMin	https://github.com/Taritsyn/WebMarkupMin	https://github.com/Taritsyn/WebMarkupMin/tree/master/licenses
CodeMirror	https://github.com/codemirror/CodeMirror	https://github.com/codemirror/CodeMirror/blob/master/LICENSE
DotNetOpenAuth.OAuth2.Client	https://github.com/DotNetOpenAuth/DotNetOpenAuth	https://github.com/DotNetOpenAuth/DotNetOpenAuth/blob/develop/LICENSE.txt
dotless	https://github.com/dotless/dotless	https://github.com/dotless/dotless/blob/master/license.txt

AngularJS	https://github.com/angular/angular.js	https://github.com/angular/angular.js/blob/master/LICENSE
Microsoft.aspnet.signalr	https://github.com/SignalR/SignalR	https://github.com/SignalR/SignalR/blob/dev/LICENSE.txt
Xam.plugins.messaging	https://github.com/cjlotz/Xamarin.Plugins	https://github.com/cjlotz/Xamarin.Plugins/blob/master/LICENSE.md
Plugin.share	https://github.com/jguertl/SharePlugin	https://github.com/jguertl/SharePlugin/blob/master/LICENSE.md
Owin.security.openidconnect.server	https://github.com/aspnet-contrib/AspNet.Security.OpenIdConnect.Server	http://www.apache.org/licenses/LICENSE-2.0.html
Jquery-circle-progress	https://github.com/kottenator/jquery-circle-progress	https://github.com/kottenator/jquery-circle-progress/blob/master/LICENSE
Stripe.net	https://github.com/stripe/stripe-dotnet	https://github.com/stripe/stripe-dotnet/blob/master/LICENSE

Microsoft.azure.management.fluent	https://www.nuget.org/packages/Microsoft.Azure.Management.Fluent/	https://raw.githubusercontent.com/Microsoft/dotnet/master/LICENSE
MongoDB	https://github.com/mongodb	https://github.com/mongodb/mongo-csharp-driver/blob/master/LICENSE.md
MySQLConnector 1.2.1	https://www.nuget.org/packages/MySQLConnector/1.2.1	https://github.com/mysql-net/MySQLConnector/blob/master/LICENSE
Oracle.ManagedDataAccess	https://www.nuget.org/packages/Oracle.ManagedDataAccess/	https://www.oracle.com/technetwork/licenses/distribution-license-152002.html
Snowflake.Data	https://www.nuget.org/packages/Snowflake.Data/	https://github.com/snowflakedb/snowflake-connector-net/blob/master/LICENSE
System.Data.SQLite	https://system.data.sqlite.org/index.html/doc/trunk/www/source.wiki	https://www.sqlite.org/copyright.html
js-beautify	https://github.com/beautify-web/js-beautify	https://github.com/beautify-web/js-beautify/blob/master/LICENSE

AWSSDK.CognitoIdentityProvider	https://github.com/aws/aws-sdk-net/	https://github.com/aws/aws-sdk-net/blob/master/License.txt
Marked	https://github.com/markedjs/marked	https://github.com/markedjs/marked/blob/master/LICENSE.md
InfluxData.Net	https://github.com/pootzko/InfluxData.Net	https://github.com/pootzko/InfluxData.Net/blob/master/LICENSE
i18n.core	https://github.com/fintermobilityas/i18n.core	https://github.com/fintermobilityas/i18n.core/blob/master/LICENSE
TimeZoneConverter	https://github.com/mj1856/TimeZoneConverter	https://github.com/mj1856/TimeZoneConverter/blob/master/LICENSE.txt
openiddict-core	https://github.com/openiddict/openiddict-core	https://github.com/openiddict/openiddict-core/blob/dev/LICENSE.md
Microsoft SQL Server Analysis Service	https://www.nuget.org/packages/Microsoft.AnalysisServices.AdomdClient.NetCore.retail.amd64/	http://download.microsoft.com/download/E/C/8/EC87239D-30D1-4063-918D-CB0FE586643F/ADOMD_Eula.zip
AWSSDK.Athena	https://www.nuget.org/packages/AWSSDK.Athena/	https://aws.amazon.com/apache-2-0/

SSH.NET	https://www.nuget.org/packages/SSH.NET/2016.1.0	https://github.com/sshnet/SSH.NET/blob/master/LICENSE
OrchardCore Localization	https://www.nuget.org/packages/OrchardCore.Localization.Core	https://github.com/OrchardCMS/OrchardCore/blob/main/LICENSE
PuppeteerSharp	https://github.com/hardkoded/puppeteer-sharp	https://github.com/hardkoded/puppeteer-sharp/blob/master/LICENSE
MailKit	https://github.com/jstedfast/MailKit	https://github.com/jstedfast/MailKit/blob/master/LICENSE
StackExchange.Redis	https://www.nuget.org/packages/StackExchange.Redis/	https://licenses.nuget.org/MIT
AspNetCore.AsyncInitialization	https://www.nuget.org/packages/AspNetCore.AsyncInitialization/	https://github.com/thomaslesvesque/AspNetCore.AsyncInitialization/blob/master/LICENSE.txt
ClickHouse.Client	https://www.nuget.org/packages/ClickHouse.Client/	https://licenses.nuget.org/MIT
Google.Cloud.BigQuery.V2	https://www.nuget.org/packages/Google.Cloud.BigQuery.V2/	https://www.nuget.org/packages/Google.Cloud.BigQuery.V2/2.4.0/License

QRCode	https://github.com/davidshimjs/qrcodejs	https://github.com/mongodb/mongo-csharp-driver/blob/master/LICENSE.md
Microsoft.Azure.Kusto.Data	https://www.nuget.org/packages/Microsoft.Azure.Kusto.Data	https://www.nuget.org/packages/Microsoft.Azure.Kusto.Data/10.0.1/License
Microsoft.Graph	https://www.nuget.org/packages/Microsoft.Graph.Core	https://www.nuget.org/packages/Microsoft.Graph.Core/3.0.11/License
FuzzySharp	https://github.com/JakeBayler/FuzzySharp	https://github.com/JakeBayler/FuzzySharp/blob/master/LICENSE
ETL DLT Hub	https://dlthub.com/	https://github.com/dlt-hub/dlt/blob/master/LICENSE.txt
Duck DB Ado.net	https://www.nuget.org/packages/DuckDB.NET.Data.Full	https://www.nuget.org/packages/DuckDB.NET.Data.Full/0.8.1/License
CodeMirror	https://codemirror.net/ https://github.com/codemirror/codemirror5/tree/master/mode/yaml https://github.com/codemirror/codemirror5/tree/master/mode/sql	https://codemirror.net/5/LICENSE

Quartz	https://github.com/quartznet/quartznet	https://github.com/quartznet/quartznet/blob/main/license.txt
Polly	https://github.com/App-vNext/Polly	https://github.com/App-vNext/Polly/blob/main/LICENSE
Microsoft.SemanticKernel	https://github.com/microsoft/semantic-kernel	https://github.com/microsoft/semantic-kernel/blob/main/LICENSE
Microsoft.SemanticKernel.Connectors.OpenAI	https://github.com/microsoft/semantic-kernel	https://github.com/microsoft/semantic-kernel/blob/main/LICENSE
Microsoft.SemanticKernel.Plugins.Memory	https://github.com/microsoft/semantic-kernel	https://github.com/microsoft/semantic-kernel/blob/main/LICENSE

Appendix B- Community License Addendum

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

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 Bold BI licensed under the Community License on behalf of any entity or organization unless the entity or organization would itself qualify for Community Licenses under the financial test set forth below.

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 developer End Users. No entity or organization may hold more than five (5) Community Licenses at any given point in time. Holding more than five (5) Community Licenses at any point in time will automatically make the entity or organization ineligible for Community Licenses from that point forward, and the entity or organization shall remain ineligible even if the number of Community Licenses should subsequently fall back under this numerical limit.

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 and/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.

Customer cannot use Community Licenses to provide services on behalf of another entity or organization unless the entity or organization to which the service is provided is also eligible for Community Licenses under the terms set forth herein.

Community Licenses do not require renewals as the license will continue to be valid perpetually so long as the Customer continues to be eligible to hold a Community License under the terms of this Section.

If Customer becomes ineligible as set forth herein to continue as a licensee under a Community License, Customer shall immediately notify Syncfusion of such occurrence and upgrade to a standard commercial license. Failure to notify Syncfusion within sixty (60) days of eligibility constitutes a material breach of the Agreement.

Community Licenses never include access to source code editions of the Bold BI. Customers that desire a source code edition of a Bold BI must upgrade to a standard commercial license.

Bold BI licensed under the Community License is provided "as is", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event shall Syncfusion be liable for any claim, damages, or other liability, whether in an action of contract, tort, or otherwise, arising from, out of, or in connection with the Bold BI or the use or other dealings in the Bold BI when licensed under a Community License.

The version of the Bold BI made available as a Community License may be referred to as the Bold BI – Community Edition, or Syncfusion may simply indicate that the Bold

BI is provided under a Community License when licensed to You under the Community License terms of this Section.

Syncfusion reserves all rights and shall be solely able to determine the eligibility for any Customer to obtain and hold a Community License. In the event an individual or organization is found to be ineligible, such individuals or organizations shall immediately cease use of the Community License or upgrade to a commercial license.

Cloud - Commercial

Effective April 13, 2020

PLEASE READ THE FOLLOWING CAREFULLY BEFORE ACCEPTING THESE TERMS AND REGISTERING FOR A FREE TRIAL, REGISTERING FOR A PAID TRIAL, OR ACCESSING AND/OR USING THE SYNCFUSION BOLD BI SERVICE.

This Software as a Service 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 the Services and the organization or entity that will be granted the rights and abide by the restrictions of the Agreement.

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, or if You do not agree with these Terms, you may not use the Services. If You or your organization are subject to the GDPR, You also accept our Data Processing Agreement, a copy of which can be obtained by contacting Syncfusion at legal@syncfusion.com.

This Agreement is specific to the Syncfusion Bold BI Platform, hereafter referred to as “the Services” or “Bold BI” or “Syncfusion’s Bold BI”.

Syncfusion’s Bold BI Platform provides You the ability to create, view, and share dashboards that will give You the ability to see data and Key Performance Indicators (KPIs). Syncfusion gives You the ability to easily see Your data and present Your data in a usable fashion.

Carefully read all the terms and conditions of this Agreement prior to accessing the site or the Services. The terms of this Services Agreement will form a contract. This Agreement between You and Syncfusion sets forth the terms and conditions of Your use of the Services. For the purposes of this Agreement, the effective date of this Agreement shall be the date upon which You click the “YES” button below or access the Syncfusion Bold BI Platform or access the Bold BI site.

BY CLICKING THE “YES” BUTTON, OR ACCESSING THE SYNCFUSION BOLD BI PLATFORM OR ACCESSING THE BOLD BI FREE TRIAL, YOU ARE ACCEPTING ALL OF THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “NO” BUTTON AND DO NOT ACCESS THE SERVICES. YOU MAY ALSO BE SUBJECT TO ADDITIONAL TERMS IF YOU CHOOSE TO ACCESS OR PURCHASE OTHER SYNCFUSION SERVICES.

IF AFTER READING THIS AGREEMENT YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE CONTACT SYNCFUSION VIA EMAIL AT SALES@BOLDBI.COM OR BY TELEPHONE AT [1-888-936-8638].

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

- **1.1** This Agreement contains the entire understanding of Syncfusion and Customer and supersedes all prior written or oral communication between the parties with respect to the subject matter hereof.
- **1.2** 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. By clicking the “YES” button below or accessing the Bold BI Platform or the Bold BI free trial, Customer acknowledges that it has reviewed the terms and conditions of this Agreement and all terms incorporated by reference, and agrees to be legally bound thereby.
- **1.3** In addition, when using the Services, you shall be subject to any posted guidelines, rules, or terms applicable to such Services, which may be posted from time to time and are subject to change. All such guidelines, rules, or terms (including without limitation the Syncfusion Data Policy, Syncfusion Privacy Policy, Syncfusion Cookie Policy, and Syncfusion Terms of Service) are hereby incorporated by reference into this Agreement. Syncfusion may choose to offer other products or services that are governed by additional terms and conditions.
- **1.4** Syncfusion reserves the right, at its sole discretion, to modify, discontinue, or terminate the Services or to modify this Agreement at any time. These Terms can be viewed at any time at [this link](#). If we modify these Terms, we will provide You with notice of the modification. By continuing to access or use the Services after we have given notice of a modification to the Terms, You agree to be bound by the modified Terms. If the modified Terms are not acceptable to You, You agree to immediately stop using the Services.

2. Definitions

- **2.1 User** means any individual who: (1) has been supplied with user identification and a password to access and use the Services on behalf of your organization, or (2) any individual who has access to the

Syncfusion Bold BI Platform or website, or (3) any individual who can view a dashboard created with Syncfusion Bold BI, or (4) any user who can create any dashboard using Syncfusion Bold BI. Users may include but are not limited to your employees, consultants, customers, contractors and agents, and third parties with whom You transact business.

- **2.2 User License** means a single copy of an individual named user license that can be assigned to an individual within Customer's organization or outside Customer's organization.
- **2.3 Computer System** means the computer hardware equipment on which Customer has elected to install, access, or execute a given copy of the Services.
- **2.4 "Personal Data"** 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.
- **2.5 Documentation** means the softcopy documentation provided by Syncfusion with the Services, such as softcopy user manuals and online help.
- **2.6 Services** means, collectively, access to the Syncfusion Bold BI Platform, access to the Syncfusion Bold BI site, and access to the Documentation.
- **2.7 Your Data** means any data or information that You push or pull into the Services for the purpose of data visualization or creating a new, actionable perspective on your business.

3. **Ability to Accept This Agreement**

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, or if You do not agree with these Terms, You may not use the Services. If You or your organization are subject to the GDPR, You also accept our Data Processing Agreement. Syncfusion reserves the right to request proof of age at any stage so that we can verify compliance with this paragraph. In the event that it comes to our knowledge that a person breaches this paragraph, we may prohibit and block such user from accessing and/or using the Services. You may not access and use the Services if You are a competitor of Syncfusion or Syncfusion Bold BI.

4. **Description of Services**

The ability to build, view, or in any way access Syncfusion's Bold BI dashboarding site is made available to You on a software as a service (SaaS) basis (the "**Service**") through your Bold BI domain. The product is designed to create dashboards from Your data. Premade widgets make it easy to create, view, and share dashboards. Such dashboards can be easily shared with anyone.

5. **Service Fee, Prices, and Payment**

- **5.1 The service fee ("Service Fee")** is the aggregate of the fees for the Services selected by Customer. Fees must be paid monthly to continue to have access to Bold BI.
- **5.2** The Service Fee is a monthly fee that must be paid to continue to utilize the Services.
- **5.3** For Syncfusion Bold BI, the Service Fee is due prior to accessing Bold BI. All payments under this Agreement shall be made in United States

dollars. Charges will be based on the specific plan chosen by the Customer. Customer must pay the Service Fee that will cover each User.

- **5.4** If You do not pay any monthly Service Fee covering a given period, Your account will be suspended, and You cannot access any Data. If Your account is suspended for more than 60 days, Your account subscription and any of its data stored on the Bold BI Site will be deleted.
- **5.5 Payment Terms.** The payments made to Syncfusion shall be made on a recurring basis, and shall be charged in accordance with your usage of the Service. 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 the service selected.
- **5.6** All Fees are stated, and shall be paid, in U.S. Dollars, are non-refundable, and are exclusive of all taxes, levies, or duties, which are Your responsibility.
- **5.7 Withholding Taxes.** 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. The available payment methods and the required payment schedule are set forth in the Order Form.
- **5.8 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 and to store Your credit card information on our servers and/or on third-party payment processing providers' servers.
- **5.9** If You are invoiced for Consulting, all amounts are payable within 30 days of receiving an invoice. Your payment may be processed through a third-party payment processing service, and additional terms may apply

to such payments. We currently engage a third party for online payment processing services, and in addition to these Terms, You agree that such third-party terms and conditions shall apply to Your online payments of the Fees. We reserve the right to use other third-party payment processing services for such purposes in the future.

6. **Syncfusion Bold BI**

- **6.1** Subject to: (1) the terms and conditions of this Agreement and (2) continuous payment of the monthly Service Fee, Syncfusion grants each User License a non-exclusive right to access, view, and use the Bold BI site for the term of the subscription services.
- **6.2** The User License can be used to build Dashboards, connect to data sources, view dashboards, and see data. However, unless You purchase Consulting Hours, it is up to You to build the Dashboards.
- **6.3** Syncfusion does offer Standard Support to answer any general questions or concerns.
- **6.4** You are fully responsible for how You represent the Data, the connections of the Data, and how You choose to build Dashboards for the Bold BI platform.
- **6.5** You need to have one User License for each individual who accesses or views the Bold BI site, or for each individual who views and publishes dashboards.
- **6.6** The User Licenses are limited, non-exclusive, non transferable, non-sublicensable, named-user licenses to use the Services. **You acknowledge that Syncfusion Bold BI is an online, subscription-based product and that we may make changes to Syncfusion Bold BI at any time.**

7. **Restrictions**

- **7.1** Customer acknowledges and agrees that there are additional limitations on accessing the Services.

- (a) Customer must ensure that each individual who accesses any part of the Services, any dashboard or data, any screenshot of any dashboard, or anything derived from the Services has a license.
 - (b) Syncfusion will, in its sole discretion, make the final determination as to the number of User Licenses that Customer must obtain in order to provide adequate licenses for Customer's personnel and authorized subcontractors.
 - (c) Customer acknowledges and agrees that Customer, or anyone acting on behalf of the Customer, will not reverse engineer the Services or any piece of technology or product that is incorporated into or links to the Services.
 - (d) Customer acknowledges and agrees that Customer can only store up to 10GB of data at any given point in time with the Services. If Customer needs more storage, Customer must contact Syncfusion and obtain a custom agreement.
 - (e) Customer acknowledges and agrees that a breach of Section 7.3 is a material breach of the Agreement that will result in termination of the Agreement and all Customer licensed rights.
- **7.2** You may not, and shall not, allow a User or any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, display, transmit, broadcast, transfer, or distribute any portion of the Service or the Sites to any unlicensed third party, including, but not limited to, your affiliates.
- **7.3** You may not allow any User or any third party to circumvent, disable, or otherwise interfere with security-related features of the Sites or Service or features.
- **7.4** You will ensure no Users affect the security features, decompile or disassemble, decrypt, or attempt to derive the source code of the Service or Sites, or any components thereof.

- **7.5** You will ensure no Users copy, modify, translate, patch, improve, alter, change, or create any derivative works of the Service or Sites, or any part thereof.
- **7.6** You will ensure no Users use any robot, spider, scraper, or other automated means to access or monitor the Service or Sites for any purpose.
- **7.7** You will ensure no Users take 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 the Sites or Service.
- **7.8** You will ensure no Users interfere or attempt to interfere with the integrity or proper working of the Service or Sites, or any related activities.
- **7.9** You will ensure no User uses any Syncfusion trademarks without our prior written consent.
- **7.10** You will ensure no User uses the Service or Sites to develop a competing service or product.
- **7.11** You will ensure no User uses the Service or Sites 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 service.
- **7.12** You will ensure each User has the proper licenses to use the any mobile application, to include, but not limited to, Apple or Android licenses. Customer acknowledges and agrees this license does not give any right to use any other mobile service, to include, but not limited to, Android, Google, Microsoft, IOS, or any license for any specific device.
- **7.13** Syncfusion reserves all rights to the Services not specifically granted herein.

8. Onboarding

Syncfusion will provide You with up to three (3) hours of onboarding services subject to the terms of this Agreement.

- **8.1** Onboarding services shall only be for a brand-new customer who has never been a Bold BI customer. Additionally, in order to be a new customer, Your place of employment must have never had a Bold BI license.
- **8.2** During such onboarding services, Syncfusion shall provide up to three (3) hours of training via webinar to help You learn about Your Syncfusion Bold BI Services.
- **8.3** Syncfusion will not hold any liability in any form for the training or use of the product.
- **8.4** All requests with regards to any form of onboarding services shall require Customer to be in compliance with all federal, state, and local regulations.

9. User Name and Password

- **9.1** You must ensure that all individuals who can access the Services keep their User IDs and passwords for Syncfusion Bold BI strictly confidential and do not share any such information with any unauthorized person. In the event You become aware of any unauthorized use, You are solely responsible for notifying Syncfusion. You are solely liable for the security of Your User Name and Password.
- **9.2 Account Registration.** You will need to register for a Syncfusion Bold BI account in order to place orders or access or view any dashboard or any Services. 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. Security

Customer acknowledges and agrees that Syncfusion Bold BI necessarily involves the transmission of data over networks 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 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

- **11.1 License.** While using the Service, Users may submit certain content, data, or information to the Service, such as numbers, statistics, figures, representations, text, and information processed through the Service, or submissions made through the Service or any other data which is stored on, or otherwise processed by, the Service ("Data"). You certify that You, the sole owner of the Data, subsequently grant Syncfusion a royalty-free, worldwide, non-exclusive license to use, process, access, modify, display, copy, and store Data in order to provide the Service to You, perform our obligations, and enable You to share the Data or interact with other people or distribute and display Data. Moreover, if you make a public dashboard or share a dashboard, You (or Your organization) are providing anyone with access rights to see the data. Syncfusion has no liability in any form for any Data you share through the Service.
- **11.2** You must ensure that at all times Your use and storage is compliant with federal, state, and local laws and regulations. You represent and warrant that (1) You have obtained all of the necessary rights, releases, and permissions to provide any and all of Your Data to Syncfusion and (2) 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 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.
- **11.4 Security.** Syncfusion agrees, during the Term, to implement reasonable security measures to protect Data and will, at a minimum, utilize industry standard security procedures. However, because of the nature of the Service, which combines public and private information that is conveyed over the public internet, to the maximum extent permitted by law: (i) Syncfusion shall not be held liable for any damage caused as a result of Your use of the Service, its unavailability, or any error or faults in the Service and (ii) You alone shall be responsible and liable for the maintenance and backup of all Your Data and (iii) You will be responsible for any usage or breach of any Data rule, regulation, or restriction, to include but not limited to any GDPR restriction.
- **11.5 Sensitive Data That Cannot Be Submitted.** Customer acknowledges and agrees that Customer will not submit to Syncfusion Bold BI (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.

12. Misuse of the Services

You agree not to misuse the Syncfusion services ("Services") or help anyone else to do so. For example, you must not even try to do any of the following in connection with the Services:

- (a) probe, scan, or test the vulnerability of any system or network;

- (b) breach or otherwise circumvent any security or authentication measures;
- (c) access, tamper with, or use non-public areas or parts of the Services, or shared areas of the Services You have not been invited to;
- (d) 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 the Services;
- (e) access, search, or create accounts for the Services by any means other than our publicly supported interfaces (for example, by "scraping" or creating accounts in bulk);
- (f) send unsolicited communications, promotions, advertisements, or spam;
- (g) send altered, deceptive, or false source-identifying information, including by "spoofing" or "phishing";
- (h) promote or advertise products or services other than your own without appropriate authorization;
 - (i) circumvent storage space limits;
 - (j) upload anything or any data with or relating to children;
 - (k) upload anything or any data with or relating to medical information;
 - (l) sell the Services unless specifically authorized to do so;
 - (m) publish or share materials that are unlawfully pornographic or indecent, or that contain extreme acts of violence;
 - (n) advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual preference, disability, or impairment;

- (o) harass or abuse Syncfusion personnel or representatives or agents performing services on behalf of Syncfusion;
- (p) violate the law in any way, including by storing, publishing, or sharing material that is fraudulent, defamatory, or misleading; or
- (q) violate the privacy or infringe the rights of others.
- (r) You acknowledge and agree Syncfusion can remove Your content at any time at its sole discretion.

13. Additional License

- **13.1** You may need to obtain additional licenses to connect the Services to a data source even in instances where Syncfusion provides a working data access framework to connect to such data sources. As an example, if You are attempting to connect to Salesforce, Syncfusion offers this functionality; however, You must have adequate Salesforce licenses. No third-party licenses are included with this agreement.
- **13.2** You acknowledge and agree that the Services do not come with access to any data connection source or any third-party product, to include, but not limited to, any Oracle, Salesforce, Google, Microsoft, or Adobe licenses.
- **13.3** 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 the third party files any claim regarding any Customer use of a third-party product in connection with the Service without Customer obtaining proper licenses.

14. Title

No title to or ownership of the Services is transferred to Customer. Title to and all applicable rights in patents, copyrights, trademarks, and trade secrets in the Services shall remain in Syncfusion or third parties from whom Syncfusion has

obtained rights to license the Services. The Services provided hereunder, including the ideas, concepts, know-how, and technology contained therein, are proprietary and confidential to Syncfusion and its Vendors and contain trade secrets of Syncfusion and its Vendors. Customer agrees to be bound by and observe the proprietary, confidential, and trade secret nature thereof as herein provided. Customer agrees to take appropriate action by instruction or agreement with its employees who are permitted access to the Services to fulfill its obligations hereunder. Except as may be permitted in writing by Syncfusion, Customer shall not provide, or otherwise make available, the Services or copies thereof to any third party. The one exception is Customer can provide individuals outside of Customer's organization with the ability to view dashboards Customer has created with the Services so long as Customer has obtained proper licensing.

15. Feedback

It is anticipated that You, as a User or a Services user, may provide suggestions, comments, or other feedback (collectively known as "Feedback") to Syncfusion. Feedback shall be deemed the sole property of Syncfusion without restrictions or limitations of any kind. Syncfusion will be free to adopt such Feedback for any of its products or services and use it in any other manner and disclose, reproduce, license, or otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights. You and Your organization hereby waive any right to the Feedback, including, but not limited to, moral rights and any right for royalties or any other consideration. You hereby grant us a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform any information and/or content that You post, disclose, publish, or otherwise make available. This includes use in Syncfusion's webinars, examples provided in customer forums/blogs, community forums or blogs, or any other similar event or venue. This includes the ability to publish

and redistribute part or all of such information or content (and derivative works thereof) in any media formats and through any media channels, and You hereby waive any moral rights in such information or content, to the extent permitted by law.

16. **Privacy Policy**

You acknowledge and agree that we will use any Personal Data that we may collect or obtain in connection with the Sites and/or the Service in accordance with our Privacy Policy available at <https://www.syncfusion.com/privacy>.

17. **Free Trial**

For new Users who have never held a license or subscription and are not employed by, an agent of, or a contractor of any entity that has had a subscription or licenses, a subscription will include a 15-day free trial of the Service.

18. **Monthly Subscription, Term, and Termination**

- **18.1** The license rights granted under this Agreement shall be for a period commencing at the earlier of (1) the payment of the license subscription fee or (2) initial access to the Services, excluding updates.
- **18.2** This is a monthly subscription.
- **18.3 Autorenewal.** The monthly subscription shall automatically renew for additional months unless either party gives the other notice of non-renewal before the end of the relevant subscription term. If You elect not to renew, You should send such non-renewal request to sales@boldbi.com. The Services Fees during any such renewal term shall be the same as those during the prior term unless we have given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. If You continue to access or use the Service past any Subscription Term renewal date, You shall be deemed

to have renewed your subscription to the Service for the corresponding renewal period and shall be liable to pay all applicable fees in connection with such renewal period.

- **18.4** The license will continue until either (1) the subscription expires, or (2) the subscription license terminates.
- **18.5 Termination by Syncfusion.** Syncfusion may terminate Your license and access to the Services, without penalty or liability, at any time if (1) there is a breach of the agreement or any Syncfusion term of service, (2) there is a request by a government agency, (3) it is requested by the Customer, or (4) You commit any illegal or fraudulent act under the agreement.
- **18.6** 18.6 Termination is at Syncfusion's sole discretion without any liability to the Customer or any other third party.
- **18.7** Sections 10, 14, 19, 20, and 22 of this Agreement shall survive the expiration or termination of Customer's license and this Agreement.

19. **Warranty**

- **19.1** THE SERVICES PROVIDED TO CUSTOMER HEREUNDER ARE PROVIDED TO YOU "AS IS" AND WITHOUT ANY WARRANTY OR INDEMNIFICATION OF ANY KIND. ACCORDINGLY, CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER SHALL REMAIN SOLELY LIABLE FOR ANY CLAIMS THAT MAY ARISE FROM CUSTOMER'S USE OF THE SERVICES, REGARDLESS OF WHETHER SUCH CLAIMS ARISE ALONE OR IN CONNECTION WITH ANY OTHER PRODUCTS PROVIDED BY SYNCFUSION. FOR THE AVOIDANCE OF DOUBT, CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT SYNCFUSION SHALL HAVE NO LIABILITY TO CUSTOMER WHATSOEVER UNDER ANY CIRCUMSTANCES RELATED TO THE SERVICES.
- SYNCFUSION DOES NOT WARRANT THAT THE SERVICE OR ACCESS TO AND USE OF THE SITES OR SERVICE WILL BE UNINTERRUPTED, ERROR-

FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES OR SERVICE IS FREE FROM VIRUSES OR OTHER HARMFUL CODE.

- **19.2** SYNCFUSION OFFERS NO WARRANTY REGARDING THE RELIABILITY OF THE PERFORMANCE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY WARRANTY: (I) THAT THE SERVICE, 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 THE SERVICE.; AND (III) THAT THE SERVICES WILL BE WITHOUT DISRUPTION OR OUTAGES. FROM TIME TO TIME, SYNCFUSION MAY NEED TO TAKE SERVICES OFFLINE FOR MAINTENANCE AND SUPPORT.
- 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.

20. Indemnification

Syncfusion provides the Services 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:

- **20.1** 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;

- **20.2** 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;
- **20.3** 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
- **20.4** Any loss or damage arising out of any inaccuracies in the translation of information, documents, and publications or for any misunderstandings resulting from differences in language usage, dialect, or particular regional usage in such translations.
- **20.5** 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.
- **20.6** The limitations on Syncfusion's liability in Section 20 apply even if Customer has been advised of or should have been aware of the possibility that such losses or damages could arise.

21. Use of Services and Limitation of Liability

- **21.1** 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.

- **21.2** 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 21.
- **21.3** Without limitation of Section 21.1 or 21.2 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.

22. Proprietary Rights

Customer acknowledges and agrees that Customer will not provide any information that could be considered personal identifiable information by any law in any jurisdiction without proper consent and notice. Providing such information is a material breach of this Agreement that will result in immediate termination of the Agreement. Customer agrees to indemnify Syncfusion for any damages, in any form, resulting from the transmission of any personal identifiable information.

23. Export

Customer acknowledges that the Services may be subject to export controls. Customer agrees that any Services licensed hereunder will not be accessed or exported (or re-exported from the country where they were first installed), directly or indirectly, separately or as part of a system, without Customer, at its own cost, first obtaining all necessary licenses from the United States Department of Commerce and any other appropriate agency of the United States Government as may be required by law. This includes by use on Virtual Private Networks (VPNs) and proxy servers. 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 23. You may not access, download, use, or export the Services in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws, restrictions, and regulations of any United States or applicable agency or authority, and to not directly or indirectly provide or otherwise make available any Services in violation of any such restrictions, laws, or regulations, including, without limitation, laws, restrictions, or regulations pertaining to the development, design, manufacture, or production of nuclear, chemical, or biological weapons or missile technology. Neither the Services Syncfusion provides nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, into any country subject to U.S. trade sanctions (Supplement Number 1 to Part 740, Export Administration Regulations, Country Group E:1), to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions. By agreeing to these Terms of Use, You agree to the foregoing and represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.

24. Government Contracting

If the Services are used in connection with providing goods and/or services to the United States government or other government contracting or subcontracting services, Customer shall ensure that no government agency or entity shall acquire any rights of any nature in the Services and that Customer has obtained all necessary rights and permissions as granted under the law. This includes the right to use such data. Any such service is a “commercial item”, “commercial computer software”, and “commercial computer software documentation”. In accordance with such provisions, any use of such software by the government shall be governed solely by the terms of these Terms as allowable by law.

25. Taxes

The Service 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, and 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.

26. Notice

Any notice or other communication given hereunder shall be in writing. Notices shall be considered delivered and effective upon receipt when sent by U.S. Mail, postage prepaid, or certified mail, return receipt requested, addressed to the parties as set forth above. Either party, upon written notice to the other, may change any name or address to which future notices shall be sent. All Syncfusion notices can be delivered to Attn: General Counsel, 2501 Aerial Center Parkway, Suite 111, Morrisville, North Carolina 27560.

27. Assignment

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

28. 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 proposals and 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.

29. Relationships Between the Parties

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

30. General

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

31. Emailing the Customer

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, to include but

not limited to CAN-SPAM. Customer may opt out of marketing emails by contacting sales@boldbi.com.

32. Logos

Syncfusion shall have the right, but no obligation, to use Customer's name and Customer's commonly-known logo in a list of some or all of Syncfusion's other licensees. Such list 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 and/or logo from any such list upon sixty (60) days' written notice from Customer.

33. Equitable Remedies

The obligations of Customer under Sections 10, 14, 19, 20, and 22 hereof are of a special and unique character which gives them a particular value to Syncfusion and its third-party vendors for which neither Syncfusion nor its third-party vendors can be reasonably or adequately compensated in damages in the event Customer breaches such obligations. Therefore, Syncfusion and its third-party vendors shall, in addition to other remedies which may be available, each be entitled to injunctive and other equitable relief in the event of the breach or threatened breach of such obligations.

34. Governing Law and Jurisdiction

- **34.1** 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

the Agreement shall be in a federal or state court in Wake County, North Carolina.

- **34.2** 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.
- **34.3** This Agreement shall be binding on You by Your clicking on the “YES” button, accessing a Bold BI dashboard, accessing any part of the Service, or viewing any Bold BI dashboard. If the parties hereto execute this Agreement in writing by an exchange of faxed signed copies hereof, it shall be binding by such exchange of signed copies. In the event of such an exchange, this Agreement shall become binding on both parties and shall constitute admissible evidence of the existence and binding effect of this Agreement.

The terms and conditions of this Agreement apply to any and all Vendor software included with or embedded in the Services.

IF YOU DO NOT AGREE WITH THE ABOVE TERMS AND CONDITIONS, DO NOT ACCESS THE SERVICES.

YES I agree to be bound by the terms and conditions of this Services Agreement.

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

Appendix A – Consulting Services

1. What Are Consulting Services?

- (a) You may choose for Syncfusion to create dashboards in the same manner that You could create dashboards (“Consulting Services”).
- (b) If, at Customer’s request, Syncfusion provides services hereunder that are not governed by or subject to any Scope of Work (SOW), the terms of this Agreement and this Appendix shall govern in all respects.
- (c) Syncfusion shall render services and deliver any deliverables, including, without limitation, work product setting up dashboards, connecting data sources, and gauging KPI requirements (collectively, “Deliverables”) in accordance with the timetable and agreed-upon administrative procedures.

2. Term Of This Appendix

- **2.1** Consulting Services shall commence on the earlier of the Effective Date or when the request for work is requested by the Customer and shall continue indefinitely until terminated by either party as permitted herein.
- **2.2** Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days’ prior written notice to the other, provided, however, that if Syncfusion gives a notice of termination while Syncfusion is executing a project for Customer, at Customer’s election, such termination shall not be effective until after the completion of such project (or milestone thereof, as appropriate) and acceptance thereof by Customer in accordance with the applicable SOW. The foregoing sentence shall not apply in the event that Syncfusion gives notice of termination for cause resulting from Customer’s breach of this Agreement and subsequent failure to cure. In the event either party

breaches any term hereof and the breaching party fails to cure such breach within a period of ten (10) days after the date of such notice of breach, this Agreement may be terminated by the non-breaching party.

- **2.3** Within thirty (30) days after termination of this Agreement for any reason, Syncfusion shall submit to Customer an itemized invoice for any fees or expenses accrued under this Agreement. Customer, upon complete payment of all accrued amounts so invoiced, shall have no further financial liability or obligation to Syncfusion whatsoever for any further fees, expenses, or other payments owed as compensation for services provided hereunder.
- **2.4** All consulting is done virtually, and there are no on-site consulting services or visits.

3. Fees, Expenses, and Payment

- **3.1** Consulting Services fees are Sixty U.S. Dollars per hour (\$\$1000.00 USD/hour). Customer will only receive the dashboards with non-programmatical access. Customer will not receive source code for the Services or the Consulting Services.
- **3.2** Customer shall pay all fees and expenses owed to Syncfusion in respect of each project in accordance with the SOW applicable to such project, if any. In the absence of an SOW, Customer shall pay for services rendered by Syncfusion on a time and materials basis, for which Syncfusion shall invoice Customer monthly. All undisputed fees and charges stated in such invoices shall be due and payable within thirty (30) days after Customer has received an itemized invoice from Syncfusion.
- **3.2.1** Any undisputed portion of an invoice not paid when due shall incur a late payment fee equal to one percent (1%) per month. All invoices hereunder shall be net of sales, use, and like taxes, which are Customer's sole responsibility.

4. **Treatment of Syncfusion Personnel**

- **4.1 Compensation of Syncfusion's Personnel.** Syncfusion shall bear sole responsibility for payment of compensation to its personnel and subcontractors. Syncfusion shall cause to be paid and reported, for all personnel assigned to Customer's work, federal and state income tax withholdings, social security taxes, and unemployment insurance applicable to such personnel as employees of Syncfusion or of its subcontractors. Syncfusion shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits (if any) to which such personnel may be entitled. Syncfusion agrees to defend, indemnify, and hold harmless Customer, Customer's officers, directors, employees, agents, and the administrators of Customer's benefit plans from and against any claims, liabilities, or expenses relating to such compensation, tax, insurance, or benefit matters, provided that Customer shall promptly notify Syncfusion of each such claim when and as it comes to Customer's attention, reasonably cooperate with Syncfusion in the defense and resolution of such claim, and not settle or otherwise dispose of such claim without Syncfusion's prior written consent if such settlement or disposition imposes any primary or other liability on Syncfusion or involves, directly or indirectly, an admission of liability or wrongdoing on the part of Syncfusion.
- **4.2 State and Federal Taxes.** As neither Syncfusion nor its personnel are Customer's employees, Customer shall not take any action or provide Syncfusion's personnel with any benefits or commitments inconsistent with any of such undertakings by Syncfusion.

5. **Intellectual Property Rights**

- **5.1 License.** It is anticipated that the services provided by Syncfusion hereunder will involve Syncfusion personnel using Syncfusion's standard software products to build custom dashboards, or make custom

requests to Bold BI in the same manner that Customer could itself use the Syncfusion products to create dashboards. Customer is solely responsible for obtaining data rights. Additionally, Customer must continue to possess a Bold BI subscription to continue to access the dashboards. Customer acknowledges and agrees no intellectual property rights are transferred to the Customer. Data will be deleted if Customer is inactive for more than sixty (60) days.

- **5.2 Syncfusion's Property.** As between Customer and Syncfusion, all rights, title, and interests in and to all Syncfusion products, including software, systems, data, or materials, including without limitation object code, source code, screen designs, screen captures, wireframes, renderings, flowcharts, databases, trade secrets, photos, and other graphic content, and any methods or procedures performed by or with such software, are and shall remain at all times in Syncfusion.
- **5.3 Concepts, Ideas, Know-how.** Notwithstanding anything to the contrary herein, neither party shall be restricted from using concepts, ideas, or know-how gained, developed, or acquired in the course of performing their respective obligations hereunder by individuals representing such party and embedded in such individual's unaided memory, if and to the extent such utilization is without the aid of a tangible medium on which such concept, idea, or know-how is available.

6. **Proprietary Information**

Each party is obligated to maintain the confidentiality of the confidential information of the other party.

7. **Warranties**

- **7.1** Syncfusion warrants that the services will be provided in a professional, workman-like manner consistent with industry standards by qualified, trained personnel.

- **7.2** Unless otherwise specified in this Agreement or the applicable SOW, the warranty period for Deliverables is ninety (90) days after acceptance thereof by Customer and for services is ninety (90) days following the date of completion of a discreet group of services.
- **7.3** If, during the warranty period, any Service or Deliverable does not conform to its warranty and Customer provides Syncfusion with notice of such nonconformance, setting forth in detail the nature of the non-conformity, Syncfusion will repair, replace, or otherwise correct the non-conformity. If, for any reason, Syncfusion does not conform a Service or Deliverable to its warranty within a reasonable time after notice, then Customer may, at its option, either accept the Service or Deliverable “as is” without further recourse or receive a refund of the amount paid to Syncfusion for such nonconforming Deliverable or Service. THE WARRANTIES SET FORTH IN THIS **SECTION 7.3** ARE THE EXCLUSIVE WARRANTY REMEDIES AVAILABLE TO CUSTOMER HEREUNDER.
- **7.4 Exclusions.** In respect of Deliverables provided by Syncfusion hereunder, Syncfusion’s warranties are limited and do not apply if, and to the extent, any problems are caused by (i) the use or maintenance of the Deliverable other than as specified in the applicable SOW, (ii) modifications or revisions thereto made by any party not authorized by Syncfusion, (iii) combinations of the Deliverable with software components not authorized by Syncfusion, or (iv) force majeure or an act of God. Furthermore, Syncfusion does not warrant that (i) the functions performed by the Deliverable provided by Syncfusion hereunder, even if in conformance with the specifications therefore contained in the applicable SOW, will meet Customer’s business requirements, or (ii) the operation of any Deliverable will be error-free in all circumstances, or that all defects or nonconformities therein that are not related to material functions as defined in the applicable SOW will be corrected. EXCEPT AS STATED IN THIS AGREEMENT, OR IN THE APPLICABLE SOW, THERE ARE NO WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnification For Consulting Services

- **8.1 Intellectual Property Infringement Indemnity.** Syncfusion does not provide any indemnification in any form for the Services or for anything related to any consulting services.
- **8.2 Customer Indemnity.** Customer shall indemnify, defend, and hold harmless Syncfusion and the officers, employees, agents, shareholders, affiliates, successors, and assigns of Syncfusion from any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising out of (1) the death or bodily injury of any persons or the damage, loss, or destruction of property that results from or is caused by any negligent or willful act or omission of Customer or (2) the violation of any representation, warranty, or covenant contained in this Agreement or (3) anything resulting from this agreement.
- **8.3 Conduct of Litigation.** In the event a claim or judicial action is brought or threatened against an indemnified party (the indemnified party together with its officers, employees, agents, shareholders, affiliates, successors, and assigns is hereinafter referred to as "**Indemnatee**") with the indemnifying party and with respect to matters covered by **Sections 8.1 or 8.2**, the indemnifying party (hereinafter referred to as "**Indemnitor**") shall have the sole right to defend such claim or action at its expense and to control the defense and settlement thereof. Notwithstanding the foregoing, however, if the claim or judicial action brought or threatened against Indemnatee is asserted or brought solely or principally against Indemnatee (as opposed to a claim brought against multiple defendants of which Indemnatee is one), Indemnatee shall have the right to participate in such defense and negotiations using counsel at its own expense. In all cases, Indemnitor shall obtain

Indemnatee's consent prior to entering into a settlement or compromise or consenting to any injunctive relief with respect to any claim or action if any such settlement or compromise or injunctive relief would impose any pecuniary or other liability upon Indemnatee. The obligations of the Indemnitor hereunder are subject to its receiving prompt notice of any claims for indemnification, and Indemnatee reasonably cooperating in the defense thereof.

- **8.4 Liability Limitations and Exclusions.** The liability of Syncfusion for any claim relating to the subject matter of this Agreement, regardless of the form of action, whether in contract or tort, including claims of negligence or claims of intellectual property infringement against Syncfusion, shall be limited to \$1.00 USD. No action, regardless of form, relating to the transactions under this Agreement may be brought by Customer more than one (1) year after the event giving rise to the cause of action has occurred. For the avoidance of doubt, Syncfusion assumes no liability whatsoever under any circumstances that may arise from a claim of patent infringement against Customer or a licensee of a Customer Product. EACH PARTY'S LIABILITY TO THE OTHER PARTY FOR DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR THE OTHER'S EMPLOYEES, OFFICERS, SHAREHOLDERS, OWNERS, AGENTS, AFFILIATES, OR PRIVIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR STATUTORY DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, OPPORTUNITY, OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY WILL BE CUMULATIVELY LIABLE TO THE OTHER FOR AN AMOUNT GREATER THAN THE FEES AND CHARGES PAYABLE UNDER THIS AGREEMENT IN THE AGGREGATE.

Appendix B

Customer acknowledges and agrees that the Services contain certain features that may contain third-party software. A list of all third-party software can be obtained from Syncfusion.

Customer hereby acknowledges and agrees that the Services 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 Services are released by Syncfusion. Customer is required to obtain all third-party licenses.

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.