

## SOFTWARE LICENSE AGREEMENT

20190122-ADINGUI-CTSLA

This Software License Agreement (the "Agreement") is a legal agreement between Analog Devices, Inc., a Massachusetts corporation, with its principal office at One Technology Way, Norwood, Massachusetts, USA 02062 ("Analog Devices") and you (personally or on behalf of your employer, as applicable) ("Licensee") for the software and related documentation that accompanies this Agreement (the "Licensed Software"). YOU AGREE THAT YOU ARE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT BY DOWNLOADING, INSTALLING, COPYING OR USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT DOWNLOAD, INSTALL, COPY OR USE THE SOFTWARE. YOU REPRESENT THAT YOU ARE OVER THE AGE OF 18 AND HAVE THE CAPACITY AND AUTHORITY TO BIND YOURSELF OR YOUR EMPLOYER, AS APPLICABLE, TO THE TERMS OF THIS AGREEMENT.

The Licensed Software consists of one or more of (a) embedded software (including firmware) designed to operate in an Analog Devices processor / product that is incorporated into a Licensee product ("Embedded Software"), (b) application software designed to run on personal computers ("PC Software") and / or (c) firmware images designed to operate in Analog Devices hardware evaluation platforms ("Firmware Images").

1. Licenses. Subject to the terms and conditions of this Agreement, Analog Devices grants to Licensee a non-exclusive, non-transferable, non-sublicensable license, to:

(a) internally use and copy the Embedded Software (and modify the Embedded Software if it is provided in source code form) for the sole purpose of incorporating the Embedded Software into Analog Devices processors/products incorporated into Licensee products;

(b) internally use and copy the PC Software for the sole purpose of configuring, monitoring and controlling Analog Devices processors/products or otherwise using the PC Software with Analog Devices processors/products; and

(c) internally use and copy the Firmware Images for the sole purpose of operating Analog Devices hardware evaluation platforms associated with such Firmware Images (as set forth in the Firmware Images / hardware evaluation platform documentation).

2. Distribution of Embedded Software. Subject to the terms and conditions of this Agreement, Analog Devices grants to Licensee a non-exclusive, non-transferrable, non-sublicensable license, to copy and distribute the Embedded Software in object code form solely for use in Analog Devices processors/products incorporated into Licensee products. Distribution is limited to Embedded Software in object code form that is incorporated into Licensee products.

3. License to Analog Devices. During the term of this Agreement Licensee grants to Analog Devices (and its affiliates), under any and all Licensee patents (and those of its affiliates), a non-exclusive, worldwide, fully paid-up, royalty-free license to make, use, sell, import, export, copy, distribute and otherwise exploit the Licensed Software in-whole or in-part (including updated versions of the Licensed Software), and to directly or indirectly sublicense others to do the same.

4. Restrictions. Licensee shall not modify, reverse engineer, decompile, disassemble or create derivative works of the Licensed Software (except and only to the extent that such activity is expressly permitted (i) pursuant to Section 1 above or (ii) by applicable law notwithstanding this limitation). Licensee may only copy the Licensed Software as expressly authorized in Sections 1 and 2 above. In no event shall Licensee sublicense, rent, lease, permit time-sharing or otherwise make available, transfer, deliver, disclose, or distribute the Licensed Software to any third party (except as expressly authorized with respect to the delivery of the Embedded Software under Section 2 above). The Licensed Software may not be used with any processors/products other than Analog Devices' processors/products or for any other purpose. To the extent there are any specifications and/or user manuals for the Licensed Software, as an additional restriction under this Agreement (and in no way expanding any rights under this Agreement), the Licensed Software may not be used in any manner that is inconsistent with such specifications and/or user manuals.

For the avoidance of doubt, (i) Licensee may not distribute the Embedded Software except as embedded in Analog Devices' processors/products that are incorporated into Licensee products (Licensee may not distribute the Embedded Software separately from the Analog Devices' processors/products incorporated into Licensee products) and (ii) Licensee may not distribute the Firmware Images and / or PC Software under any circumstances.

Licensee shall not engage in any activities with respect to the Licensed Software that would cause the Licensed Software, in whole or in part to become subject to any terms of an Excluded License. An "Excluded License" means any license, including licenses for "open source" code (such as defined by the Free Software Foundation), that requires as a condition of use, modification, and/or distribution of the software subject to such Excluded License, that such software or other software combined and/or distributed with such software be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge. Examples of Excluded Licenses include, without limitation, the GNU General Public License, the GNU Lesser General Public License, the Mozilla Public License and the Microsoft Reciprocal License. The restrictions of this section apply regardless of whether the Licensed Software is intended or designed to run in an environment that includes software under an Excluded License. Any license, agreement or other document issued, entered into or granted by Licensee that purports to apply any Excluded License to any portion of the Licensed Software shall be null and void with regard to the Licensed Software. Under no circumstances will Licensee offer, provide, distribute, or license any of the Licensed Software (whether in source code form or object code form) under any form of Excluded License.

Licensee acknowledges and agrees that Analog Devices and its licensors and suppliers (as applicable) retain all right, title and interest in the Licensed Software and derivative works thereof, including all related patent, copyright and other intellectual property rights in any of the foregoing, and that Licensee's rights to the Licensed Software are limited to those expressly provided for in Sections 1 and 2 above (subject to the conditions and restrictions in this Section 4). Licensee shall not take any action inconsistent with such title and ownership. Any use of the Licensed Software for any purpose other than as expressly licensed hereunder is outside the scope of this Agreement. It is agreed that because of the proprietary nature of the Licensed Software, Analog Devices' remedies at law for a breach by the Licensee of its obligations under this License or for use of the Licensed Software beyond the scope of the license granted herein will be inadequate and that Analog Devices will, in the event of such breach, be entitled to equitable relief, including injunctive relief, without the posting of any bond, in addition to all other remedies provided under this License or available at law.

If Analog Devices elects to make any update, upgrade or new version of the Licensed Software ("Updates") available to Licensee, such Updates shall be deemed to be the Licensed Software under this Agreement. If requested by Analog Devices, Licensee shall only use the latest version of the Licensed Software (including Updates). Analog Devices shall have no obligation to provide support or Updates of any kind.

In no event shall Licensee remove any copyright or other intellectual property notice or other legend contained on or in copies of the Licensed Software or displayed by the Licensed Software.

5. Publicity. Notwithstanding anything in this Agreement, Licensee may not use any trademark or trade name of Analog Devices or make any public announcement regarding the existence of this Agreement without Analog Devices' prior written consent. Licensee may not publish or provide the results of any benchmark or comparison tests run on the Licensed Software to any third party without the prior written consent of Analog Devices.

6. Feedback. Licensee may from time to time provide modifications, enhancements, improvements, code, suggestions, ideas, comments or other feedback ("Feedback") to Analog Devices related to the Licensed Software. Licensee agrees that all Feedback is and shall be given entirely voluntarily. To the extent Licensee provides such Feedback, Licensee (on behalf of itself

and its affiliates) hereby grants to Analog Devices and its affiliates a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable license, with the right to sublicense, under Licensee's (and its affiliates') intellectual property, to use and disclose Feedback in any manner Analog Devices or its affiliates choose, including, without limitation, displaying, performing, copying, making, having made, using, selling and otherwise disposing of Analog Devices' and its affiliates and their respective licensees' products embodying such Feedback in any manner and via any media, without reference to its source or other obligation to Licensee and even if the Feedback is designated as confidential.

#### 7. Confidentiality.

(a) The Licensed Software and any accompanying documentation, and any other information which a reasonable person would understand is of a confidential or proprietary nature, shall be deemed to be "Confidential Information" of Analog Devices whether or not it is identified in writing as "Confidential." Any other materials or information identified by Analog Devices as "Confidential" or with any similar notice shall also be treated as Confidential Information of Analog Devices under this Agreement. Analog Devices Confidential Information shall include, without limitation, software and information of Analog Devices' affiliates, suppliers and licensors.

(b) Licensee shall protect the confidentiality of Analog Devices Confidential Information. Without limitation, Licensee agrees: (i) not to disclose or otherwise permit any other person or entity access to, in any manner, Confidential Information, or any part thereof in any form whatsoever; except that such disclosure or access shall be permitted to an employee of Licensee (x) requiring access to Confidential Information in the course of his or her employment in connection with this Agreement, (y) who is subject to written confidentiality obligations at least as protective with respect to Confidential Information as the terms and conditions in this Agreement and (z) who complies with all other applicable provisions of this Agreement; (ii) to notify Analog Devices promptly and in writing of the circumstances surrounding any suspected possession, use or knowledge of Confidential Information other than those authorized by this Agreement; and (iii) not to use Confidential Information for any purpose other than as explicitly set forth herein.

(c) Nothing in this Section 7 shall restrict Licensee with respect to information if such information: (i) was rightfully possessed by Licensee before it was received from Analog Devices; (ii) is independently developed by Licensee without reference to Confidential Information; (iii) is subsequently furnished to Licensee by a third party not under any obligation of confidentiality with respect to such information, and without restrictions on use or disclosure; or (iv) is or becomes public or available to the general public otherwise than through any act or default of Licensee.

(d) Because the unauthorized use, transfer or dissemination of any Confidential Information may diminish substantially the value of such materials and may irreparably harm Analog Devices, if Licensee breaches the provisions of this Section 7, Analog Devices shall, without limiting its other rights or remedies, be entitled to equitable relief, including but not limited to injunctive relief.

8. Fees and Taxes. Licensee shall pay Analog Devices all applicable fees (if any) arising in connection with this Agreement. All fees are due within thirty (30) days of the date of delivery of the Licensed Software. Any late payments shall incur interest at the rate of one and one-half percent (1.5%) per month or the highest rate allowed under applicable law, whichever is less. Licensee shall reimburse Analog Devices for all costs of collection. Licensee shall pay all foreign, federal, state, municipal and other governmental excise, sales, use, property, customs, import, value added and other taxes, fees, levies and duties of any nature now in force or enacted in the future that are assessed upon or with respect to the Licensed Software, but excluding taxes based on Analog Devices' net income.

9. Third Party Software. The Licensed Software may be accompanied by or include software made available by one or more third parties ("Third Party Software"). Each portion of Third Party Software is subject to its own separate software license terms and conditions ("Third Party Licenses"). The Third Party Licenses for Third Party Software delivered with the Licensed Software may be set forth or identified (by URL or otherwise) in (i) Appendix A to this license (if any), (ii) the applicable software header or footer text, (iii) a text file located in the directory of the applicable Third Party Software component, (iv) software documentation, (v) in connection with any Update of the

Licensed Software or its documentation, and/or (vi) such other location customarily used for licensing terms. The use of each portion of Third Party Software is subject to the Third Party Licenses, and you agree that your use of any Third Party Software is bound by the applicable Third Party License. You agree to review and comply with all applicable Third Party Licenses prior to any use or distribution of any Third Party Software. Third Party Software is provided on an “as is” basis without any representation, warranty or liability of any kind. Analog Devices (including its licensors and suppliers) shall have no liability or responsibility for the operation or performance of the Third Party Software and shall not be liable for any damages, costs, or expenses, direct or indirect, arising out of the performance or failure to perform of the Third Party Software. Analog Devices (including its licensors and suppliers) shall be entitled to the benefit of any and all limitations of liability and disclaimers of warranties contained in the Third Party Licenses.

10. Required Consents; Indemnification. Licensee acknowledges that use or distribution of the Licensed Software may require Licensee to obtain licenses to intellectual property or other consents from one or more third parties. Licensee is responsible for obtaining any and all such required licenses or consents regarding the Licensed Software and for the performance of any and all required tests or analysis necessary or appropriate for the determination of the suitability of the Licensed Software for its or its customers’ purposes. Without limitation, Licensee is responsible for obtaining, maintaining and complying with third party licenses in connection with any Industry Standard hereafter defined below (including related intellectual property rights) applicable to the Licensed Software. “Industry Standard” means any standard, protocol or specification that is promulgated by any standards development organization, consortium, trade association, special interest group, or like group or entity, for the purpose of widespread adoption. By way of non-limiting examples, industry standards and specifications may include without limitation technical specifications promulgated by organizations such as the International Telecommunications Union (ITU), International Standards Organization (ISO), International Electrotechnical Commission (IEC), 3rd Generation Partnership Project (3GPP), Moving Picture Experts Group (MPEG), World Wide Web Consortium (W3C), Internet Engineering Task Force (IETF), OpenFabrics Alliance, Open Mobile Alliance, UPnP Forum, USB Implementers Forum, Institute of Electrical and Electronics Engineers (IEEE), American National Standards Institute (ANSI), Telecommunications Industry Association (TIA), AUTomotive Open System Architecture (AUTOSAR), High-bandwidth Digital Content Protection (HDCP), High-Definition Multimedia Interface (HDMI), Digital Transmission Content Protection (DTCP), Digital Transmission Licensing Administrator (DTLA), and Ethernet POWERLINK Standardization Group (EPSG). Licensee shall defend, indemnify and hold Analog Devices, its affiliates, licensors and suppliers, and their respective officers, directors, employees and agents (each an “Indemnified Party”) harmless from and against any damages, fines, penalties, assessments, liabilities, costs and expenses (including reasonable attorneys’ fees and court costs) in the event that any claim is brought against an Indemnified Party arising or alleged to arise directly or indirectly from (i) Licensee’s possession, use, distribution or other exploitation of the Licensed Software or Third Party Software, or (ii) Licensee’s failure to obtain any required license or consent with respect to the Licensed Software or Third Party Software.

11. Reporting; Audit. If requested by Analog Devices, Licensee shall report to Analog Devices by emailing [licensing@analog.com](mailto:licensing@analog.com) within 30 days of the end of each calendar quarter (i) the name of each Licensee product which contains the Licensed Software, (ii) the quantity of such Licensee products used or distributed by Licensee and the number of instances of the Licensed Software executing on each such Licensee product and (iii) such other information as Analog Devices may reasonably request related to use of the Licensed Software. Analog Devices shall have the right upon ten (10) days prior written notice to audit Licensee’s compliance with the terms of this Agreement during normal business hours. In connection with such audit, Analog Devices shall have access to all reasonably requested documents, equipment, information and personnel. Licensee shall maintain complete and accurate records of its use of the Licensed Software for a period of at least three (3) years from the applicable use of the Licensed Software. If requested by Analog Devices, within ten business days of such request, you shall either (i) certify in writing that you are fully compliant with this Agreement or (ii) deliver a notice in writing stating all of the reasons why you are not fully compliant.

12. License Term; Term of Agreement. This Agreement is effective upon receipt of the Licensed Software and shall continue for three (3) years, unless earlier terminated as permitted in this Agreement. This Agreement will automatically renew for additional one (1) year terms unless indicated otherwise in writing by either of the parties thirty (30) days prior to any renewal date. Licensee may terminate this Agreement at any time by giving written notice to Analog Devices. If a software license fee was not charged by Analog Devices and paid by Licensee for the Licensed Software in connection with this Agreement, Analog Devices may terminate this Agreement at any time for any reason. This Agreement may be terminated by either party immediately in the event any assignment is made by the other party for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of any or all of the other party's property, or if the other party files a voluntary petition under federal bankruptcy laws or similar state statutes or an involuntary petition is filed against the other party and is not dismissed within sixty (60) days. Analog Devices may immediately terminate this Agreement or any licenses granted hereunder by written notice to Licensee in the event that (a) any related license from a licensor or supplier to Analog Devices terminates or expires or no longer authorizes Analog Devices to distribute and/or license the applicable software or (b) there is a claim or allegation of intellectual property infringement based on the Licensed Software or such a claim is reasonably possible as determined by Analog Devices in its sole discretion; provided that, if Analog Devices terminates this Agreement or any license pursuant to this sentence, Analog Devices shall refund a portion of the amounts paid (if any) under this Agreement for the affected portion of the Licensed Software in an amount reflecting the value of the affected portion of the Licensed Software as determined by Analog Devices in its sole discretion (the value of the Licensed Software shall be depreciated on a three year straight-line basis). This Agreement shall immediately automatically terminate in the event of any failure by Licensee to comply with any term or condition of this Agreement. In the event of termination or expiration (i) all licenses granted to Licensee immediately expire and (ii) Licensee must immediately cease using the Licensed Software and permanently delete all copies of the Licensed Software and all of its component parts, including any backup or archival copies. The provisions of Sections 3 through 22 shall survive any termination or expiration of this Agreement according to their terms.

13. DISCLAIMER OF WARRANTIES. THE LICENSED SOFTWARE AND THIRD PARTY SOFTWARE AND ANY SUPPORT ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND ANALOG DEVICES, FOR ITSELF AND ITS AFFILIATES, HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE LICENSED SOFTWARE AND THIRD PARTY SOFTWARE AND ANY SUPPORT, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR ANY PARTICULAR PURPOSE; QUALITY AND ACCURACY OF INFORMATIONAL CONTENT; NON-INFRINGEMENT; QUIET ENJOYMENT; AND TITLE. LICENSEE AGREES THAT ANY EFFORTS BY ANALOG DEVICES OR ITS AFFILIATES TO MODIFY OR UPDATE THE LICENSED SOFTWARE OR THIRD PARTY SOFTWARE OR PROVIDE SUPPORT SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS, AND THAT ANY ANALOG DEVICES WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

14. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW ANALOG DEVICES (INCLUDING ITS AFFILIATES) SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO THE LICENSED SOFTWARE, THIRD PARTY SOFTWARE, THEIR USE OR ANY RELATED INFORMATION AND/OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR ANALOGOUS DAMAGES (INCLUDING WITHOUT LIMITATION ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, REVENUE, PROFITS, OR SAVINGS, COMPUTER DAMAGE OR ANY OTHER CAUSE), UNDER ANY LEGAL THEORY (INCLUDING WITHOUT LIMITATION CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT OR PRODUCT LIABILITY), EVEN IF IT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL ANALOG DEVICES' CUMULATIVE LIABILITY FOR DAMAGES TO LICENSEE FOR ANY AND ALL CAUSES WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIMS OR ACTIONS, EXCEED THE GREATER OF (1) ONE HUNDRED U.S. DOLLARS (\$100.00 U.S.) OR (2) THE AMOUNT PAID TO ANALOG DEVICES HEREUNDER FOR THE LICENSED SOFTWARE. ANALOG DEVICES' AFFILIATES, LICENSORS AND SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER UNDER THIS AGREEMENT OR IN CONNECTION WITH THE LICENSED SOFTWARE OR ITS USE.

Some jurisdictions do not permit the exclusion or limitation of liability for consequential, incidental or other damages, and, as such, some portion of the above limitation may not apply to Licensee. In such jurisdictions, Analog Devices' liability is limited to the greatest extent permitted by law.

15. HIGH RISK APPLICATIONS. THE LICENSED SOFTWARE IS NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING, WITHOUT LIMITATION, IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR CONTROL SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT MACHINES, WEAPONS SYSTEMS, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE LICENSED SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGES ("HIGH RISK ACTIVITIES"). THE LICENSED SOFTWARE IS NOT DESIGNED OR WARRANTED TO BE SUITABLE FOR USE IN CONNECTION WITH HIGH RISK ACTIVITIES. USE OF THE LICENSED SOFTWARE IN CONNECTION WITH HIGH RISK ACTIVITIES IS UNDERSTOOD TO BE FULLY AT LICENSEE'S RISK.

16. Choice of Law. This Agreement and any dispute related to the Licensed Software shall be governed by the laws of the Commonwealth of Massachusetts, United States of America, without reference to its principles of conflicts of laws, and, as to matters affecting copyrights, trademarks and patents, in addition, by applicable United States federal law. The parties agree that the jurisdiction and venue of any action with respect to this Agreement shall be in a court of competent subject matter jurisdiction located in Boston, Massachusetts, and each of the parties hereby agrees to submit itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action, except that Analog Devices may seek equitable (including injunctive) relief and enforce judgements in any venue of its choosing. Licensee hereby submits to personal jurisdiction in such courts. The parties hereto specifically exclude the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act from this Agreement. The parties hereto waive any statute, law, or regulation that might provide an alternative law or forum or to have this Agreement written in any language other than English.

17. U.S. Government Restricted Rights. If the Licensed Software or documentation provided by Analog Devices or its suppliers is procured by or on behalf of the United States Government, the Government agrees that such software or documentation is "commercial computer software" or "commercial computer software documentation" and that absent a written agreement to the contrary, the Government's rights with respect to such Licensed Software or documentation are limited by the terms of this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

18. Export. You shall only use the Licensed Software in compliance with all applicable laws and regulations, including without limitation export control laws. You agree that you will not directly or indirectly export the Licensed Software to another country except in full compliance with all applicable United States Federal Laws and Regulations and other laws and regulations relating to exports and imports. You will not export/re-export, directly or indirectly, any software, information or technical data acquired under this Agreement or the "direct product" thereof to any country for which the United States Government or any agency thereof, at the time of export, requires an export license or other governmental approval, without first obtaining such license or approval. The term "direct product" as used herein means the immediate product (including processes and services) produced directly by the use of the technical data or information. In addition to the above, the Licensed Software and/or any "direct product" thereof, may not be used by, or exported, transferred or re-exported to (i) any U.S. or U.N. or EU-sanctioned or embargoed country, or to nationals or residents of such

countries; (ii) any person, entity, organization, or other party identified on the U.S. Department of Treasury's lists of "Specially Designated Nationals and Blocked Persons" (iii) any associations, individuals, companies, entities, organizations found in the U.S. Department of Commerce's Table of Denial Orders or Entity List, as published and revised from time to time (collectively known as the "Denied Parties List" or "Prohibited Parties List"); and/or (iv) any unauthorized or prohibited end-user engaged in any prohibited activities related to weapons of mass destruction, including without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missile or the support of missile projects, and chemical or biological weapons. You understand that the foregoing obligations are legal requirements and agree that they shall survive any expiration or termination of this Agreement.

19. Compliance with Laws. Licensee shall comply with all laws, legislation, rules, regulations, governmental requirements and industry standards with respect to the Licensed Software, and the performance by Licensee of its obligations hereunder, existing in any applicable jurisdiction. In the event that this Agreement is required to be registered with any governmental authority, Licensee shall notify Analog Devices in writing and cause such registration to be made and shall bear any expense or tax payable in respect thereof.

20. Assignment. This Agreement is personal to Licensee and Licensee may not transfer, sublicense, lease, rent, or assign its rights under this License, and any such attempt shall be null and void. Analog Devices may assign, transfer, or sublicense this Agreement or any rights or obligations hereunder at any time in its sole discretion.

21. Waiver; Modification; Severability. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. If any provision of this Agreement is unenforceable, such provision shall be enforced to the extent possible under applicable law, and the remaining provisions will remain in effect.

22. Entire Agreement. This Agreement constitutes the entire, final, and complete agreement between the parties hereto relevant to the subject matter hereof, and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. Any term or condition incorporated in Licensee's purchase order(s) or any other document provided by Licensee to Analog Devices which is in any way different from, inconsistent with or in addition to the terms and conditions set forth herein shall be of no effect, shall not apply to the licensing of the Licensed Software, and shall not become a part of a contract between the parties or be binding upon Analog Devices. Analog Devices' failure to object to terms contained in any communication from Licensee shall not be an acceptance of such terms or a waiver of the terms set forth in this Agreement. If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect the remainder of this Agreement, and this Agreement shall continue in force and effect to the full extent allowed by law. For the avoidance of doubt, all the Licensed Software under this Agreement is subject to the terms and conditions of this Agreement and not any agreement or terms for purchase of Analog Devices products, even if the Licensed Software is delivered with such products.

## Appendix A – Third Party Licenses

### **ProgressTelerik UI for WPF**

Progress Telerik UI for WPF 2018.3 is available at <http://www.telerik.com/products/wpf/overview.aspx> and is subject to the Progress Telerik End User License Agreement for UI for WPF, which is available at <http://www.telerik.com/purchase/license-agreement/wpf-dlw-s>, and is reproduced below.

### **End User License Agreement for Progress Telerik UI for WPF**

(Last Updated June 20, 2018)

IMPORTANT – PLEASE READ THIS END USER LICENSE AGREEMENT (THE “AGREEMENT”) CAREFULLY BEFORE ATTEMPTING TO DOWNLOAD OR USE ANY SOFTWARE, DOCUMENTATION, OR OTHER MATERIALS MADE AVAILABLE THROUGH THIS WEB SITE (Telerik.com). THIS AGREEMENT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU OR THE COMPANY WHICH YOU REPRESENT AND ARE AUTHORIZED TO BIND (the “Licensee” or “You”), AND TELERIK EAD (“Telerik” or “Licensor”). PLEASE CHECK THE “I HAVE READ AND AGREE TO THE LICENSE AGREEMENT” BOX AT THE BOTTOM OF THIS AGREEMENT IF YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY CHECKING THE “I HAVE READ AND AGREE TO THE LICENSE AGREEMENT” BOX AND/OR BY PURCHASING, DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE MADE AVAILABLE BY TELERIK THROUGH THIS WEB SITE, YOU ACKNOWLEDGE (1) THAT YOU HAVE READ THIS AGREEMENT, (2) THAT YOU UNDERSTAND IT, (3) THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, AND (4) TO THE EXTENT YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, YOU HAVE THE POWER AND AUTHORITY TO BIND THAT COMPANY.

Content Management System and/or .NET component vendors are not allowed to use the Software (as defined below) without the express permission of Telerik. If You or the company You represent is a Content Management System or .NET component vendor, You may not purchase a license for or use the Software unless You contact Telerik directly and obtain permission.

This License does not grant You a license or any rights to the “2007 Microsoft Office System User Interface” and You must contact Microsoft directly to obtain such a license. Any and all rights in the Software not expressly granted to You as part of the License hereunder are reserved in all respects by Telerik.

This is a license agreement and not an agreement for sale.

### **1. Software License**

**1.1 License Grant.** Subject to the terms and conditions set forth in this Agreement, Telerik hereby grants to Licensee and Licensee hereby accepts, a limited, non-transferable, perpetual, sublicenseable (solely as set forth in Section 1.3), non-exclusive license (the “License”) to use the Telerik computer software identified as Progress Telerik UI for WPF and any updates, upgrades, modifications and error corrections thereto provided to Licensee (the “Programs”) and any accompanying documentation (the “Documentation”, together with the Programs, collectively the “Software”) solely as specified in this Agreement. You are granted either a Trial License pursuant to Section 1.4 or a Developer License with Updates and Support pursuant to Section 1.5. Which version of the License applies (i.e., Trial License or Developer License with Updates and Support) is determined at the time of the License purchase.



For purposes of this Agreement:

“Integrated Products” means Your proprietary software applications which: (i) are developed by Your Licensed Developers; (ii) add substantial functionality beyond the functionality provided by the incorporated components of the Programs; and (iii) are not commercial alternatives for, or competitive in the marketplace with, the Software or any components of the Software.

“Licensed Developers” means Your employees or third-party contractors authorized to develop software specifically for You using the Software in accordance with this Agreement.

**1.2 Scope of Use.** The Software is licensed, not sold, on a per-seat basis. The number of Licensed Developers using the Software must correspond to the maximum number of License seats You have purchased from Telerik hereunder. This means that, at any given time, the number of Licensed Developers cannot exceed the number of License seats that You have purchased from Telerik and for which You have paid Telerik all applicable License Fees pursuant to this Agreement. The Software is in “use” on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk or other storage device). Your Licensed Developers may install the Software on multiple machines, so long as the Software is not being used simultaneously for development purposes at any given time by more Licensed Developers than You have License seats. You are not limited by the number of License seats with respect to how many individuals within Your organization may access and use the Software for testing and building purposes. You may also embed copies of the Programs in Your Integrated Products that You license and distribute to Your own end-user licensees, including but not limited to, Your employees (“Authorized End-Users”), solely in accordance with the requirements set forth in Section 1.3 below.

### **1.3 License for Redistribution**

**1.3.1 License Grant.** If You have purchased a Developer License, subject to the terms of this Agreement, You are granted a limited, nontransferable, royalty-free license to redistribute and sublicense the use of the Programs solely to Authorized End-Users: (i) in object code form only; (ii) as embedded within Your Integrated Product for internal company use, hosted applications, websites, commercial solutions deployed at Your Authorized End Users sites, or shrink- or click-wrapped software solutions; and (iii) pursuant to an end user license agreement or terms of use that: imposes the limitations set forth in this paragraph on Your Authorized End-Users; prohibits distribution of the Programs by Your Authorized End-Users; limits the liability of Your licensors or suppliers to the maximum extent permitted by applicable law; and prohibits any attempt to disassemble the code, or attempt in any manner to reconstruct, discover, reuse or modify any source code or underlying algorithms of the Programs, except to the limited extent as is permitted by law notwithstanding contractual prohibition. Notwithstanding subsection 1.3.1(iii), if the only Authorized End-Users of Your Integrated Product are Your employees and such use is internal and solely for Your benefit, You are not required to utilize an end user license agreement or terms of use. In no event are You allowed to distribute the Software or sublicense its use (a) in any format other than in object form, (b) as a standalone product, or (c) as a part of any product other than Your Integrated Product.

**1.3.2** The foregoing license to redistribute the Programs is conditioned upon the following:

**1.3.2.1** You hereby acknowledge and agree that You are solely responsible for Your Authorized End-User’s use of the Programs in accordance with the limitations set forth in subsection 1.3.1 (iii) and liable for such Authorized End-User’s breach of such limitations

**1.3.2.2** You must ensure that the Software is not distributed in any form that allows it to be reused by any application other than Your Integrated Product. In addition to the distribution limitations herein, You agree to comply with the technical guidelines provided at: <http://www.telerik.com/purchase/license-agreement/assembly-protection-guidelines.aspx>. Please

contact [support@telerik.com](mailto:support@telerik.com) for any additional questions. For use of the Software in design-time (i.e. within a development environment such as Microsoft Visual Studio) Your Authorized End-Users need to purchase Developer Licenses from Telerik.

**1.3.2.3** You must prohibit Your Authorized End-Users from using the Software independently from Your Integrated Products, or from decompiling, reverse engineering or otherwise seeking to discover the source code of the Programs.

**1.3.2.4** You must include a valid copyright message in Your Integrated Products in a location viewable by Authorized End-Users (e.g. "About" box) that will serve to protect Telerik's copyright and other intellectual property rights in the Software.

**1.3.2.5** You are not allowed to, and are expressly prohibited from granting Your Authorized End-Users any right to further sublicense the Software.

## **1.4 Trial License**

**1.4.1 License Grant.** If You download the free Trial License, then, subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts a license for evaluation purposes only. You are authorized to install, copy, and use the Software for the sole purpose of testing its functionality. You are not allowed to integrate it in end products or use it for any commercial or productive purpose. The term of the Trial License shall be thirty (30) days from the date on which You purchase the License, during which, You will receive support, as described in further detail below.

**1.4.2 Support.** As part of Your Trial License, You are entitled to the "Trial" support package as described in greater detail here: <http://www.telerik.com/purchase/support-plans/devtools> subject to the limitations and restrictions described in the following Fair Usage Policy.

**1.4.2.1 Support Package Fair Usage Policy.** Telerik may limit or terminate Your access to any or all of the support services available under the Trial support package if Your use of the support services is determined by Telerik, in its sole and reasonable discretion, to be excessive.

**1.4.3 Updates.** You are not eligible to receive any updates for the Software.

**1.4.4 THE TRIAL VERSION OF THE SOFTWARE IS LICENSED 'AS IS'. YOU BEAR THE RISK OF USING IT. TELERIK GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, TELERIK EXCLUDES THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

## **1.5 Developer License with Updates and Support**

**1.5.1 License Grant.** If You purchase a Developer License with Updates and Support, then, subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts, a limited, non-transferable, perpetual, royalty-free, sublicenseable (solely as set forth in Section 1.3), non-exclusive license to install, use, include with Integrated Products and redistribute the Programs in executable, object code form only. The Developer License includes access to certain source code for the Programs as set forth in Section 1.5.4. In addition, for a period of one (1) year from the date on which You purchase the License (Your initial "Subscription Period"), You will receive minor and major updates for the Software, and the applicable support package, each as described in further detail below.

**1.5.2 Support Package.** As part of Your Developer License, during Your Subscription Period, You are entitled to either the "Lite", "Priority", or "Ultimate" support package, as described in

greater detail here: <http://www.telerik.com/purchase/support-plans/devtools>, and subject to the limitations and restrictions described in the following Fair Usage Policy. You will lose the right to receive support and updates at the end of your Subscription Period, unless you renew your access to updates and support for additional Subscription Period(s) with Telerik at additional cost. Your level of support (Lite, Priority or Ultimate) is determined at the time of initial license purchase. You may upgrade Your level of support at any time during an active Subscription Period provided Telerik continues to make such levels of support generally available. Any support level upgrades (if purchased) and all access to support and updates thereunder will be bound to the term of the then active Subscription Period (i.e. the renewal/expiration date of Your Subscription Period will not change as a result of the support level upgrade). You generally may not downgrade Your level of support and there is no automated mechanism available to You by which to downgrade.

**1.5.2.1 Support Package Fair Usage Policy.** Telerik may limit or terminate Your access to any or all of the support services if Your use of the support services is determined by Telerik, in its sole and reasonable discretion, to be excessive.

**1.5.2.2** In no event will Telerik provide support of any kind to Your Authorized End-Users.

**1.5.3 Updates.** During the Subscription Period, You are eligible to receive all major updates and minor updates for the version of the Software that You license hereunder, including the source code for such updates. Updates replace and/or supplement (and may disable) the version of the Software that formed the basis for Your eligibility for the update. You may use the resulting updated Software only in accordance with the terms of this License.

**1.5.4 Source Code for the Software.** The Program's source code is provided to You so that You can create modifications under the terms of this Agreement.

**1.5.4.1** While Telerik does not claim any ownership rights in Your Integrated Products, any modifications You develop to the Program source code will be the exclusive property of Telerik, and You agree to and hereby do assign all right, title and interest in and to such modifications and all rights associated therewith to Telerik.

**1.5.4.2** You will be entitled to use modifications of the Program's source code developed by You under the terms of this Agreement and Telerik hereby grants You a license to use such modifications pursuant to Section 1.5.

**1.5.4.3** You acknowledge that the Program's source code is confidential and contains valuable and proprietary trade secrets of Telerik. Under no circumstances may any portion of the Program's source code or any modified version of the source code be distributed, disclosed or otherwise made available to any third party.

**1.5.4.4** Telerik DOES NOT provide technical support for any source code that has been modified by any party other than Telerik.

**1.5.4.5** The Program's source code is provided "as is", without warranty of any kind. Refunds are not available for any licenses that include a right to receive source code.

### **1.5.5 Support and Maintenance Auto Renewal Program**

**1.5.5.1** You may elect to enroll in the Support and Maintenance Auto Renewal Program at the time of purchase for a license purchased online at [www.telerik.com](http://www.telerik.com) or at any time thereafter by enabling auto renew within Your [www.telerik.com](http://www.telerik.com) account ("Your Account") and/or by contacting Telerik directly. By enrolling in the Support and Maintenance Auto Renewal Program, you understand and agree that Your access to updates and support will automatically renew for subsequent one-year Subscription Periods for the entire time that You remain actively enrolled in the Support and Maintenance Auto Renewal Program.

1.5.5.2 As a condition of Your initial and continued enrollment in the Support and Maintenance Auto Renewal Program, You agree to keep Your credit card, billing, and contact information up-to-date at all times via Your Account. You may change Your auto renewal preference at any time within Your Account or by contacting Telerik directly. Telerik may switch Your auto renewal preference to “off” at any time Telerik determines or suspects that Your credit card, billing, and/or contact information is out of date, inaccurate, or fraudulent. Telerik may disable or discontinue the Auto Renewal Program at any time for any reason without providing advance notice to You.

1.5.5.3 Access to updates and support is sold and invoiced by Telerik’s authorized distributor, Telerik Inc. ONCE YOU HAVE ENROLLED IN THE SUPPORT AND MAINTENANCE AUTO RENEWAL PROGRAM, UNLESS YOU SET THE SUBSCRIPTION AUTO RENEWAL PREFERENCE TO “OFF” IN YOUR ACCOUNT PRIOR TO THE END OF YOUR EXISTING SUBSCRIPTION PERIOD, YOUR ACCESS TO UPDATES AND SUPPORT WILL AUTOMATICALLY RENEW, AND YOU AUTHORIZE TELERIK INC. (WITHOUT NOTICE) TO COLLECT THE THEN-APPLICABLE FEE AND ANY TAXES FOR THE RENEWAL SUBSCRIPTION PERIOD, USING THE CREDIT CARD OR BILLING CREDENTIALS THAT YOU PROVIDED WITH RESPECT TO YOUR INITIAL PURCHASE AND/OR YOUR ENROLLMENT IN THE SUPPORT AND MAINTENANCE AUTO RENEWAL PROGRAM.

1.5.5.4 All payments are non-refundable, even if You / Your Licensed Developers stop using the Software and/or stop using/accessing support and updates. The fees and features applicable to support and updates may change over time. Your access will be renewed at an annual fee of 50% of the retail cost of a new Software license (at time of renewal), and at the level Telerik, in its sole discretion, identifies as being closest to that which was provided during Your previous Subscription Period.

## **2. License Limitations**

**2.1** You are not allowed to use, copy, modify, distribute, resell, transfer, rent, lease, or sublicense the Software and Your associated rights except as expressly permitted in this Agreement. Under no circumstances shall You grant further redistribution or sublicense rights to Authorized End-Users or redistribute any source code of the Programs to any Authorized End-User or third party.

**2.2** You may not use the Telerik product names, logos or trademarks to market Your Integrated Product.

**2.3** Except to the limited extent as is permitted by law notwithstanding contractual prohibition, You are not allowed to disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Programs that is provided to You in object code form only.

## **3. Delivery**

Telerik shall make available for download to Licensee a master copy of the Software.

## **4. Term and Termination**

This Agreement and the License granted hereunder shall continue until terminated in accordance with this Section. Unless otherwise specified in this Agreement, the License granted hereunder shall last as long as You use the Software in compliance with the terms herein. Unless otherwise prohibited by law, and without prejudice to Telerik’s other rights or remedies, Telerik shall have the right to terminate this Agreement and the License granted hereunder immediately if You breach any of the material terms of this Agreement, and You fail to cure such material breach within thirty (30) days of receipt of notice from Telerik. Upon termination of this Agreement, all Licenses granted to You hereunder shall terminate automatically and You shall immediately cease use and distribution of the Programs; provided, however, that any sublicenses granted to Your Authorized End-Users in accordance with Section 1.3 shall survive such termination. You must also destroy (i) all copies of the Programs not integrated into a live, functioning instance(s) of Your Integrated Product(s) already installed, implemented and deployed for Your Authorized

End-User(s), and (ii) any product and company logos provided by Telerik in connection with this Agreement.

## **5. Product Discontinuance**

Telerik reserves the right to discontinue the Software or any component of the Software, whether offered as a standalone product or solely as a component, at any time. However, Telerik is obligated to provide support in accordance with the terms set forth in this Agreement for discontinued Software or components for a period of one (1) year after the date of discontinuance.

## **6. Intellectual Property**

All title and ownership rights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, or text embedded in the Software), the intellectual property embodied in the Software, and any trademarks or service marks of Telerik that are used in connection with the Software are and shall at all times remain exclusively owned by Telerik and its licensors. All title and intellectual property rights in and to the content that may be accessed through use of the Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants You no rights to use such content. Any open source software that may be delivered by Telerik embedded in or in association with Telerik products is provided pursuant to the open source license applicable to the software and subject to the disclaimers and limitations on liability set forth in such license.

## **7. Collection and Use of Data**

Telerik uses tools to deliver certain Software features and extensions, identify trends and bugs, collect activation information, usage statistics and track other data related to Your use of the Software as further described in the most current version of Telerik's Privacy Policy (located at: <http://www.telerik.com/company/privacy-policy>). By Your acceptance of the terms of this Agreement and/or use of the Software, You authorize the collection, use and disclosure of this data for the purposes provided for in this Agreement and/or the Privacy Policy.

## **8. Limited Warranty**

Except as specified in Section 1.4.4 (Trial License), Telerik warrants solely that the Software will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days after the date on which You purchase the License for the Software. Telerik does not warrant the use of the Software will be uninterrupted or error free at all times and in all circumstances, nor that program errors will be corrected. This limited warranty shall not apply to any error or failure resulting from (i) machine error, (ii) Licensee's failure to follow operating instructions, (iii) negligence or accident, or (iv) modifications to the Software by any person or entity other than Telerik. In the event of a breach of warranty, Licensee's sole and exclusive remedy and Telerik's sole and exclusive obligation, is repair of all or any portion of the Software. If such remedy fails of its essential purpose, Licensee's sole remedy and Telerik's maximum liability shall be a refund of the paid purchase price for the defective Software only. This limited warranty is only valid if Telerik receives written notice of breach of warranty no later than thirty (30) days after the warranty period expires. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 8, TELERIK DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **9. Limitation of Liability**

To the maximum extent permitted by applicable law, in no event will Telerik be liable for any

indirect, special, incidental, or consequential damages arising out of this Agreement, including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. In any case, Telerik's entire liability under any provision of this Agreement shall not exceed in the aggregate the sum of the license fees Licensee paid to Telerik for the Software giving rise to such damages, or in the case of a Trial License, shall not exceed \$5, notwithstanding any failure of essential purpose of any limited remedy. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not be applicable. Telerik is not responsible for any liability arising out of content provided by Licensee or a third party that is accessed through the Software and/or any material linked through such content. Any data included in the Software upon shipment from Telerik is for testing use only and Telerik hereby disclaims any and all liability arising therefrom. The extent of Telerik's liability for the limited warranty section shall be as set forth therein.

## **10. Indemnity**

You agree to indemnify, hold harmless, and defend Telerik and its resellers from and against any and all claims, lawsuits and proceedings (collectively "Claims"), and all expenses, costs (including attorney's fees), judgments, damages and other liabilities resulting from such Claims, that arise or result from (i) Your use of the Software in violation of this Agreement, (ii) the use or distribution of Your Integrated Product or (iii) Your modification of the Program's source code.

## **11. Confidentiality**

Except as otherwise provided herein, each party expressly undertakes to retain in confidence all information and know-how transmitted or disclosed to the other that the disclosing party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and expressly undertakes to make no use of such information and know-how except under the terms and during the existence of this Agreement. However, neither party shall have an obligation to maintain the confidentiality of information that: (i) it received rightfully from a third party without an obligation to maintain such information in confidence; (ii) the disclosing party has disclosed to a third party without any obligation to maintain such information in confidence; (iii) was known to the receiving party prior to its disclosure by the disclosing party; or (iv) is independently developed by the receiving party without use of the confidential information of the disclosing party. Further, either party may disclose confidential information of the other party as required by governmental or judicial order, provided such party gives the other party prompt written notice prior to such disclosure and complies with any protective order (or equivalent) imposed on such disclosure. Without limiting the foregoing, Licensee shall treat any source code for the Programs as confidential information and shall not disclose, disseminate, or distribute such materials to any third party without Telerik's prior written permission. Each party's obligations under this Section 11 shall apply at all times during the term of this Agreement and for five (5) years following termination of this Agreement, provided, however, that (i) obligations with respect to source code shall survive in perpetuity and (ii) trade secrets shall be maintained as such until they fall into the public domain.

## **12. Governing Law**

This License will be governed by the law of the Commonwealth of Massachusetts, U.S.A., without regard to the conflict of laws principles thereof. If any dispute, controversy, or claim cannot be resolved by a good faith discussion between the parties, then it shall be submitted for resolution to a state or Federal court or competent jurisdiction in Boston, Massachusetts, USA, and the parties hereby agree to submit to the jurisdiction and venue of such court. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. Failure of a party to enforce any provision of this

Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

### **13. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications regarding the subject matter hereof. Use of any purchase order or other Licensee document in connection herewith shall be for administrative convenience only and all terms and conditions stated therein shall be void and of no effect unless otherwise agreed to in writing by both parties. In cases where this license is being obtained through an approved third party, these terms shall supersede any third party license or purchase agreement.

### **14. No Assignment**

You may not assign, sublicense, sub-contract, or otherwise transfer this Agreement, or any rights or obligations under it, without Telerik's prior written consent.

### **15. Survival**

Any provisions of the Agreement containing license restrictions, including but not limited to those related to the Program source code, warranties and warranty disclaimers, confidentiality obligations, limitations of liability and/or indemnity terms, and any provision of the Agreement which, by its nature, is intended to survive shall remain in effect following any termination or expiration of the Agreement.

### **16. Severability**

If a particular provision of this Agreement is terminated or held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, this Agreement shall remain in full force and effect as to the remaining provisions.

### **17. Force Majeure**

Neither party shall be deemed in default of this Agreement if failure or delay in performance is caused by an act of God, fire, flood, severe weather conditions, material shortage or unavailability of transportation, government ordinance, laws, regulations or restrictions, war or civil disorder, or any other cause beyond the reasonable control of such party.

### **18. Export Classifications**

You expressly agree not to export or re-export Telerik Software or Your Integrated Product to any country, person, entity or end user subject to U.S. export restrictions. You specifically agree not to export, re-export, or transfer the Software to any country to which the U.S. has embargoed or restricted the export of goods or services, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country, or to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied Your export privileges.

### **19. Commercial Software**

The Programs and the Documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202,

as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

## **20. Reports and Audit Rights**

Licensee shall grant Telerik audit rights against Licensee twice within a calendar three hundred and sixty five (365) day period upon two weeks written notice, to verify Licensee's compliance with this Agreement. Licensee shall keep adequate records to verify Licensee's compliance with this Agreement.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND THIS AGREEMENT, AND UNDERSTAND THAT BY CONTINUING THE INSTALLATION OF THE SOFTWARE PRODUCT, BY LOADING OR RUNNING THE SOFTWARE PRODUCT, OR BY PLACING OR COPYING THE SOFTWARE ONTO YOUR COMPUTER HARD DRIVE, YOU AGREE TO BE BOUND BY THIS AGREEMENT'S TERMS AND CONDITIONS. YOU FURTHER AGREE THAT, EXCEPT FOR WRITTEN SEPARATE AGREEMENTS BETWEEN TELERIK AND YOU, THIS AGREEMENT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES

Progress Telerik UI for WPF 2018

Copyright © 2008-2018 Telerik EAD. All rights reserved.

Portions of the Product include certain open source and commercial third-party components listed below ("Third-Party Components"). The authors of the Third-Party Components require Telerik EAD ("Telerik") to include the following notices and additional licensing terms as a condition of Telerik's use of such Third-Party Components. You acknowledge that the authors of the Third-Party Components have no obligation to provide support to you for the Third-Party Components or the Product. You hereby undertake to comply with all licenses related to the applicable Third-Party Components.

Progress Telerik UI for WPF 2018 contains Wix v3.8.1128.0, including the Wix Zip Compression Library. This third-party technology is licensed to Telerik and User is subject to the terms of a third-party license, a copy of which is included herein. Telerik will, at Licensee's request, provide a copy of the source code for this third-party technology, including modifications, if any, made by Telerik. Telerik may charge reasonable shipping and handling charges for such distribution. Licensee may also obtain the source code for this third-party technology through <http://iue.progress.com/3dpartysoftwares/Pages/default.aspx> by following the instructions set forth therein. Notwithstanding anything to the contrary, to the extent that any of the terms and conditions of the Product Agreement conflict, vary, or are in addition to the terms and conditions of the aforementioned third-party licenses for this technology, such terms and conditions are offered by Telerik alone and not by any other party.

1. Special Notices Regarding Open Source Third-Party Components incorporated in the Product:

(1) The Apache Software License, Version 2.0:

Progress Telerik UI for WPF 2018 incorporates Dynamic Language Runtime v1.0 and Roboto Font v2.0. Such technologies are subject to the following terms and conditions:



Apache Software License Version 2.0. Copyright 2001-2004 The Apache Software Foundation. Such Apache Technology is subject to the following terms and conditions: The Apache Software License, Version 2.0, January 2004 <http://www.apache.org/licenses/> TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions. "License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document. "Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License. "Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity. "You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License. "Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files. "Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types. "Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below). "Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof. "Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution." "Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions: (a) You must give any other recipients of the Work or Derivative Works a copy of this License; and (b) You must cause any modified files to carry prominent notices stating that You changed the files; and (c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and (d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must

include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License. You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

APPENDIX: How to apply the Apache License to your work. To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "[]" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

Copyright [yyyy] [name of copyright owner]  
Licensed under the Apache License, Version 2.0 (the "License");  
you may not use this file except in compliance with the License.  
You may obtain a copy of the License at  
<http://www.apache.org/licenses/LICENSE-2.0>  
Unless required by applicable law or agreed to in writing,  
software distributed under the License is distributed on an "AS IS" BASIS,  
WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.  
See the License for the specific language governing permissions and limitations under the License.

-----

(2) BSD-style licenses:

(a) Progress Telerik UI for WPF 2018 incorporates DDay.iCal v1.0.2. Such technology is subject to the following terms and conditions:

The DDay.iCal library, its documentation, and its source code are Copyright © 2007 Douglas Day <doug@ddaysoftware.com>. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

Neither the name "DDay.iCal" nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(b) Progress Telerik UI for WPF 2018 incorporates jsDump v1.0.0. Such technology is subject to the following terms and conditions:

Copyright (c) 2008 Ariel Flesler - aflesler(at)gmail(dot)com All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) Progress Telerik UI for WPF 2018 incorporates [a blogpost from Dr. WPF]. Such technology is subject to the following terms and conditions:

Copyright (c) 2010, Dr. WPF All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. The name Dr. WPF may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY Dr. WPF "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL Dr. WPF BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(d) Progress Telerik UI for WPF 2018 incorporates Blend3D. Such technology is subject to the following terms and conditions:

Copyright (c) 2008, Tim Erickson All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- \* Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

- \* Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

- \* Neither the name of Blend3d nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

### (3) The Code Project Open License (CPOL)

Progress Telerik UI for WPF 2018 incorporates

Simple CSS Parser v2. Such technology is subject to the following terms and conditions:

#### Preamble

This License governs Your use of the Work. This License is intended to allow developers to use the Source Code and Executable Files provided as part of the Work in any application in any form.

The main points subject to the terms of the License are:

- Source Code and Executable Files can be used in commercial applications;
- Source Code and Executable Files can be redistributed; and
- Source Code can be modified to create derivative works.
- No claim of suitability, guarantee, or any warranty whatsoever is provided. The software is provided "as-is".
- The Article accompanying the Work may not be distributed or republished without the Author's consent

This License is entered between You, the individual or other entity reading or otherwise making use of the Work licensed pursuant to this License and the individual or other entity which offers the Work under the terms of this License ("Author").

License

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CODE PROJECT OPEN LICENSE ("LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HEREIN, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. THE AUTHOR GRANTS YOU THE RIGHTS CONTAINED HEREIN IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ACCEPT AND BE BOUND BY THE TERMS OF THIS LICENSE, YOU CANNOT MAKE ANY USE OF THE WORK.

#### 1. Definitions.

a. "Articles" means, collectively, all articles written by Author which describes how the Source Code and Executable Files for the Work may be used by a user.

b. "Author" means the individual or entity that offers the Work under the terms of this License.

c. "Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works.

d. "Executable Files" refer to the executables, binary files, configuration and any required data files included in the Work.

e. "Publisher" means the provider of the website, magazine, CD-ROM, DVD or other medium from or by which the Work is obtained by You.

f. "Source Code" refers to the collection of source code and configuration files used to create the Executable Files.

g. "Standard Version" refers to such a Work if it has not been modified, or has been modified in accordance with the consent of the Author, such consent being in the full discretion of the Author.

h. "Work" refers to the collection of files distributed by the Publisher, including the Source Code, Executable Files, binaries, data files, documentation, whitepapers and the Articles.

i. "You" is you, an individual or entity wishing to use the Work and exercise your rights under this License.

2. Fair Use/Fair Use Rights. Nothing in this License is intended to reduce, limit, or restrict any rights arising from fair use, fair dealing, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

3. License Grant. Subject to the terms and conditions of this License, the Author hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:

a. You may use the standard version of the Source Code or Executable Files in Your own applications.

b. You may apply bug fixes, portability fixes and other modifications obtained from the Public Domain or from the Author. A Work modified in such a way shall still be considered the standard version and will be subject to this License.

c. You may otherwise modify Your copy of this Work (excluding the Articles) in any way to create a Derivative Work, provided that You insert a prominent notice in each changed file stating how, when and where You changed that file.

d. You may distribute the standard version of the Executable Files and Source Code or Derivative Work in aggregate with other (possibly commercial) programs as part of a larger (possibly commercial) software distribution.

e. The Articles discussing the Work published in any form by the author may not be distributed or republished without the Author's consent. The author retains copyright to any such Articles. You may use the Executable Files and Source Code pursuant to this License but you may not repost or republish or otherwise distribute or make available the Articles, without the prior written consent of the Author.

Any subroutines or modules supplied by You and linked into the Source Code or Executable Files of this Work shall not be considered part of this Work and will not be subject to the terms of this License.

4. Patent License. Subject to the terms and conditions of this License, each Author hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, import, and otherwise transfer the Work.

5. Restrictions. The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:

a. You agree not to remove any of the original copyright, patent, trademark, and attribution notices and associated disclaimers that may appear in the Source Code or Executable Files.

b. You agree not to advertise or in any way imply that this Work is a product of Your own.

c. The name of the Author may not be used to endorse or promote products derived from the Work without the prior written consent of the Author.

d. You agree not to sell, lease, or rent any part of the Work. This does not restrict you from including the Work or any part of the Work inside a larger software distribution that itself is being sold. The Work by itself, though, cannot be sold, leased or rented.

e. You may distribute the Executable Files and Source Code only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy of the Executable Files or Source Code You distribute and ensure that anyone receiving such Executable Files and Source Code agrees that the terms of this License apply to such Executable Files and/or Source Code. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute the Executable Files or Source Code with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License.

f. You agree not to use the Work for illegal, immoral or improper purposes, or on pages containing illegal, immoral or improper material. The Work is subject to applicable export laws. You agree to comply with all such laws and regulations that may apply to the Work after Your receipt of the Work.

6. Representations, Warranties and Disclaimer. THIS WORK IS PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OR GUARANTEES. YOU, THE USER, ASSUME ALL RISK IN ITS USE, INCLUDING COPYRIGHT INFRINGEMENT, PATENT INFRINGEMENT, SUITABILITY, ETC. AUTHOR EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF TITLE OR NON-INFRINGEMENT, OR THAT THE WORK (OR ANY PORTION THEREOF) IS CORRECT, USEFUL, BUG-FREE OR FREE OF VIRUSES. YOU MUST PASS THIS DISCLAIMER ON WHENEVER YOU DISTRIBUTE THE WORK OR DERIVATIVE WORKS.

7. Indemnity. You agree to defend, indemnify and hold harmless the Author and the Publisher from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable legal or attorneys' fees) resulting from or relating to any use of the Work by You.

8. Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL THE AUTHOR OR THE PUBLISHER BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK OR OTHERWISE, EVEN IF THE AUTHOR OR THE PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Termination.

a. This License and the rights granted hereunder will terminate automatically upon any breach by You of any term of this License. Individuals or entities who have received Derivative Works from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 6, 7, 8, 9, 10 and 11 will survive any termination of this License.

b. If You bring a copyright, trademark, patent or any other infringement claim against any contributor over infringements You claim are made by the Work, your License from such contributor to the Work ends automatically.

c. Subject to the above terms and conditions, this License is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, the Author reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

10. Publisher. The parties hereby confirm that the Publisher shall not, under any circumstances, be responsible for and shall not have any liability in respect of the subject matter of this License. The Publisher makes no warranty whatsoever in connection with the Work and shall not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. The Publisher reserves the right to cease making the Work available to You at any time without notice

#### 11. Miscellaneous

a. This License shall be governed by the laws of the location of the head office of the Author or if the Author is an individual, the laws of location of the principal place of residence of the Author.

b. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this License, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

c. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

d. This License constitutes the entire agreement between the parties with respect to the Work licensed herein. There are no understandings, agreements or representations with respect to the Work not specified herein. The Author shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Author and You.

#### (4) MIT-style Licenses:

(a) Progress Telerik UI for WPF 2018 incorporates

Cecil. Such technology is subject to the following terms and conditions:

Mono.Cecil is licensed under the MIT/X11:

Copyright (c) 2008 - 2011, Jb Evain

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE 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 NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

The MIT/X11 is a permissive license, which is GPL compatible, and allows usage within proprietary software as long as this license is distributed along with the software.

(b) Progress Telerik UI for WPF 2018 incorporates

WriteableBitmapEx. Such technology is subject to the following terms and conditions:

The MIT License (MIT)

Copyright (c) 2009-2015 Rene Schulte

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE 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 NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

(c) Progress Telerik UI for WPF 2018 incorporates

SharpDX v2.5.0.0. Such technology is subject to the following terms and conditions:

Copyright (c) 2010-2014 SharpDX - Alexandre Mutel

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE 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 NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

(d) Progress Telerik UI for WPF 2018 incorporates

QUnit v1.11.0. Such technology is subject to the following terms and conditions:

The MIT License (MIT)

Copyright 2012 jQuery Foundation and other contributors

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE 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 NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

(e) Progress Telerik UI for WPF 2018 incorporates

Sift String Distance and Similarity algorithm v3.1. Such technology is subject to the following terms and conditions:

Copyright (c) 2009 Siderite



Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE 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 NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

(f) Progress Telerik UI for WPF 2018 incorporates Caliburn v1.0. Such technology is subject to the following terms and conditions:

The MIT License (MIT)

Copyright (c) 2008 Blue Spire Consulting, Inc.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE 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 NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

(g) Progress Telerik UI for WPF 2018 incorporates NRefactory. Such technology is subject to the following terms and conditions:

Copyright Copyright 2010-2015 AlphaSierraPapa

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE 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 NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

(h) Progress Telerik UI for WPF 2018 incorporates Material Design In XAML v2.3.0. Such technology is subject to the following terms and conditions:

The MIT License (MIT)

Copyright (c) James Willock, Mulholland Software and Contributors Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE 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 NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

(i) Progress Telerik UI for WPF 2018 incorporates Json.Net v7.0.1.18622. Such technology is subject to the following terms and conditions:

Copyright (c) 2007 James Newton-King

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE 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 NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

(j) Progress Telerik UI for WPF 2018 incorporates riverar/sample-win10-aeroglass. Such technology is subject to the following terms and conditions:

The MIT License (MIT)

Copyright (c) 2015 Rafael Rivera

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE 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 NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

(k) Progress Telerik UI for WPF 2018 incorporates SDK to connect to Google Analytics v1.5.0.0 Feb 2017. Such technology is subject to the following terms and conditions:

MIT License

Copyright (c) 2017 .NET Foundation

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE 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 NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

(5) Microsoft Public License (MS-PL):

Progress Telerik UI for WPF 2018 incorporates Managed Extensibility Framework, Silverlight Toolbox v2, WPF Toolkit v3.5.50211.1, DeepEarth, ESRI Silverlight API Contrib, MD5, WPFShell, ImageTools for Silverlight v0.3, and Silverlight Toolkit. Such technologies are subject to the following terms and conditions:

Microsoft Public License (Ms-PL)

This license governs use of the accompanying software. If you use the software, you accept this license. If you do not accept the license, do not use the software.

1. Definitions

The terms "reproduce," "reproduction," "derivative works," and "distribution" have the same meaning here as under U.S. copyright law.

A "contribution" is the original software, or any additions or changes to the software.

A "contributor" is any person that distributes its contribution under this license.

"Licensed patents" are a contributor's patent claims that read directly on its contribution.

2. Grant of Rights

(A) Copyright Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free copyright license to reproduce its contribution, prepare derivative works of its contribution, and distribute its contribution or any derivative works that you create.

(B) Patent Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free license under its licensed patents to make, have made, use, sell, offer for sale, import, and/or otherwise dispose of its contribution in the software or derivative works of the contribution in the software.

3. Conditions and Limitations

(A) No Trademark License- This license does not grant you rights to use any contributors' name, logo, or trademarks.

(B) If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.

(C) If you distribute any portion of the software, you must retain all copyright, patent, trademark, and attribution notices that are present in the software.

(D) If you distribute any portion of the software in source code form, you may do so only under this license by including a complete copy of this license with your distribution. If you distribute any portion of the software in compiled or object code form, you may only do so under a license that complies with this license.

(E) The software is licensed "as-is." You bear the risk of using it. The contributors give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

(6) Microsoft Reciprocal License (MS-RL):

Progress Telerik UI for WPF 2018 incorporates Wix v3.8.1128.0, including the Wix Zip Compression Library. Such technology is subject to the following terms and conditions: Microsoft Reciprocal License (MS-RL)

This license governs use of the accompanying software. If you use the software, you accept this license. If you do not accept the license, do not use the software.

1. Definitions

The terms "reproduce," "reproduction," "derivative works," and "distribution" have the same meaning here as under U.S. copyright law.

A "contribution" is the original software, or any additions or changes to the software.

A "contributor" is any person that distributes its contribution under this license.

"Licensed patents" are a contributor's patent claims that read directly on its contribution.

2. Grant of Rights

(A) Copyright Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free copyright license to reproduce its contribution, prepare derivative works of its contribution, and distribute its contribution or any derivative works that you create.

(B) Patent Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free license under its licensed patents to make, have made, use, sell, offer for sale, import, and/or otherwise dispose of its contribution in the software or derivative works of the contribution in the software.

3. Conditions and Limitations

(A) Reciprocal Grants- For any file you distribute that contains code from the software (in source code or binary format), you must provide recipients the source code to that file along with a copy of this license, which license will govern that file. You may license other files that are entirely your own work and do not contain code from the software under any terms you choose.

(B) No Trademark License- This license does not grant you rights to use any contributors' name, logo, or trademarks.

(C) If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.

(D) If you distribute any portion of the software, you must retain all copyright, patent, trademark, and attribution notices that are present in the software.

(E) If you distribute any portion of the software in source code form, you may do so only under this license by including a complete copy of this license with your distribution. If you distribute any portion of the software in compiled or object code form, you may only do so under a license that complies with this license.

(F) The software is licensed "as-is." You bear the risk of using it. The contributors give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

(7) W3C Software and Document Notice and License

Progress Telerik UI for WPF 2018 incorporates Tidy.Net v1.0.1 (Html Parser and Html DOM). Such technology is subject to the following terms and conditions:

W3C Software and Document Notice and License

Status: This license takes effect 13 May, 2015.

This work is being provided by the copyright holders under the following license.

License

By obtaining and/or copying this work, you (the licensee) agree that you have read, understood, and will comply with the following terms and conditions.

Permission to copy, modify, and distribute this work, with or without modification, for any purpose and without fee or royalty is hereby granted, provided that you include the following on ALL copies of the work or portions thereof, including modifications:

- The full text of this NOTICE in a location viewable to users of the redistributed or derivative work.
- Any pre-existing intellectual property disclaimers, notices, or terms and conditions. If none exist, the W3C Software and Document Short Notice should be included.
- Notice of any changes or modifications, through a copyright statement on the new code or document such as "This software or document includes material copied from or derived from [title and URI of the W3C document]. Copyright © [YEAR] W3C® (MIT, ERCIM, Keio, Beihang)."

#### Disclaimers

THIS WORK IS PROVIDED "AS IS," AND COPYRIGHT HOLDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF THE SOFTWARE OR DOCUMENT WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS.

COPYRIGHT HOLDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THE SOFTWARE OR DOCUMENT.

The name and trademarks of copyright holders may NOT be used in advertising or publicity pertaining to the work without specific, written prior permission. Title to copyright in this work will at all times remain with copyright holders.

2. Special Notices Regarding Commercially Licensed Third-Party Components incorporated in the Product: None

NOTICE FROM TELERIK EAD: Additional notices may be included in the release notes or other documentation that accompanies updates received in connection with support of the Product.

5/8/2018

+++++

#### **.net 4.0 Client Runtime**

.net 4.0 Client Runtime is available at <http://www.microsoft.com/en-us/download/details.aspx?id=42642> and is subject to the Microsoft Software Supplemental License Terms - Microsoft .Net Framework 4 Client Profile For Microsoft Windows Operating System, which is reproduced below.

You must be licensed to use Microsoft Windows operating system software (to which this software is supplemental) in order to use this software. Licensee represents and warrants that they have a valid Microsoft Windows operating system license.

#### **MICROSOFT SOFTWARE SUPPLEMENTAL LICENSE TERMS**

#### **MICROSOFT .NET FRAMEWORK 4 FOR MICROSOFT WINDOWS OPERATING SYSTEM**

#### **MICROSOFT .NET FRAMEWORK 4 CLIENT PROFILE FOR MICROSOFT WINDOWS OPERATING SYSTEM**

#### **AND ASSOCIATED LANGUAGE PACKS**

Microsoft Corporation (or based on where you live, one of its affiliates) licenses this supplement to you. If you are licensed to use Microsoft Windows operating system software (for which this supplement is applicable) (the "software"), you may use this supplement. You may not use it if you do not have a license for the software. You may use a copy of this supplement with each validly licensed copy of the software.

The following license terms describe additional use terms for this supplement. These terms and the license terms for the software apply to your use of the supplement. If there is a conflict, these

supplemental license terms apply.

**BY USING THIS SUPPLEMENT, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THIS SUPPLEMENT.**

---

**If you comply with these license terms, you have the rights below.**

**1. SUPPORT SERVICES FOR SUPPLEMENT.** Microsoft provides support services for this software as described at [www.support.microsoft.com/common/international.aspx](http://www.support.microsoft.com/common/international.aspx).

**2. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (.NET Components). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.

**Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.**

+++++

## SciChart WPF

SciChart WPF V4.0.X is available at <http://www.scichart.com/products/wpf-charts> and is subject to the SciChart software license agreement, which is available at <http://www.scichart.com/scichart-eula/>, and is reproduced below.

### // SCICART® SOFTWARE LICENSE AGREEMENT

**IMPORTANT NOTICE:** Please read this SLA carefully, as it sets out the terms and conditions upon which we license SciChart®

By using this Software, you agree to be bound by the terms and conditions of this SLA. You further agree that your employees / any person you authorise to use the Software will also be bound by the terms and conditions of this SLA. If you do not agree to this SLA, you must promptly delete the software and all associated downloadable materials and you must not use the software for any purpose whatsoever.

### // DEFINITIONS

In this SLA:

“Computer” means a desktop, notebook, netbook or similar computer owned by and in the control of the LICENSEE;

“Developer” means an individual who compiles, debugs and develops against code which references SciChart DLLs’.

“Documentation” means any documentation concerning the Software supplied by the LICENSOR or by the Software supplier to the LICENSEE with the Software;

“End-Users” means final users of the LICENSEE Application;

“Effective Date” means the date when the LICENSEE first agrees to the terms and conditions of this SLA, as detailed in the Preamble to this SLA;

“SLA” means this end-user licence agreement (including the Preamble), and any amendments to it from time to time;

“Force Majeure Event” means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of or problems with the internet or a part of the internet, power failures, industrial disputes affecting any third party, changes to the Law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

“LICENSEE Application(s)” means a software applications developed by the LICENSEE integrating the Software distributed to End-Users in object code;

“Intellectual Property Rights” means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the “intellectual property rights” referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

“LICENSEE” means the licensee of the Software under this SLA;

“LICENSOR” means SciChart Ltd, a limited company incorporated in England and Wales (registration number 07430048) having its registered office at 16 Beaufort Court, Admirals Way, Docklands, London, E14 9XL, United Kingdom;

“Software” means the SciChart Charts software component module which is licensed under this SLA including following the application of any Upgrade;

“Upgrade” an upgrade, update, enhancement, improvement or patch to the Software supplied by the LICENSOR.

## // PREAMBLE

SciChart Ltd is the owner of, and has the exclusive right to grant licences and sub-licences, to the software known as SCICHART.

LICENSEE is willing to obtain and SciChart Ltd is willing to grant a non-exclusive licence under the terms and conditions hereinafter set forth for the sole purpose of integrating the Software into an application that LICENSEE has developed, under the terms and conditions of this SLA.

## // ARTICLE 1 – LICENSING OF THE SOFTWARE

### 1.1. LICENSE GRANT

**1.1.1** Subject to the payment by the LICENSEE of the relevant charges and fees in respect of the Software licence, and the LICENSEE's compliance with the provisions of this SLA, the LICENSOR grants to the LICENSEE a perpetual, non-exclusive, royalty free, non-transferable licence as defined below. The licence is granted per-developer. This means

- The LICENSEE will need to purchase one licence for each Developer
- The LICENSEE does not need to purchase licences for Build Servers or Testers
- If the LICENSEE's team grows, the LICENSEE will need to purchase additional licences.

The Licence grants the right to:

- (a) download and store the Software and Documentation. The licence is per-developer, not per machine. This means that the Software can be installed on several computers owned by the same Developer (as long as only one machine is used at a time); and
- (b) use the Software as a component in developing LICENSEE's own desktop software applications, intranet sites and public websites (a "LICENSEE Application"); and
- (c) publish or redistribute the Software in compiled "dll" form only to End-Users and only as a complete Licence Application of the LICENSEE Application;
- (d) Unless expressly agreed otherwise, the Licence is granted solely for the Software object code.
- (e) The LICENSEE may purchase Site-Licences that allow reproduction of the Software for unlimited developers at a single physical site.



(f) The Licence granted is royalty-free. The LICENSEE is free to copy and distribute the Software when embedded in LICENSEE Application free of charge, so long as

- LICENSEE is not creating a substantially similar product or component to SciChart, e.g. wrapping the SciChart library in a wrapper for distribution to multiple developers / departments, either for sale, or as part of an internal framework used by other developers in your organisation;
- End users are not developers who will be debugging and developing against LICENSEE code.
- These are both rare cases, but if LICENSEE is doing either of the above LICENSEE may need developer licences for each end-user, or an OEM or Site license.

#### **1.1.2 The LICENSEE must not:**

(a) copy or reproduce the Software or Documentation or any part of the Software or Documentation other than in accordance with the licence granted in this Article 1;

(b) sell, resell, rent, lease, loan, supply, distribute, redistribute, publish or re-publish the Software or Documentation or any part of the Software or Documentation, unless in accordance with Article 1.1.1 (b) and (c);

(c) modify, alter, adapt, translate or edit, or create derivative works of, the Software or Documentation or any part of the Software or Documentation, for purpose of making a software product which is significantly similar to the Software;

(d) reverse engineer, decompile, disassemble the Software or Documentation or any part of the Software or Documentation;

(e) circumvent or remove or attempt to circumvent or remove the technological measures applied to the Software and Documentation for the purposes of preventing unauthorised use, providing that nothing in this Article 1.1.2. will prohibit or restrict the LICENSEE or any other person from doing any act expressly permitted by applicable Law (including any act expressly permitted by Section 296ZA of the Copyright, Designs and Patents Act 1988).

(f) distribute any part of the Source-Code if the LICENSEE has purchased a source-code license

(g) The License herein granted conveys no right to grant sub-licences, except to the End-User of the LICENSEE Application, is not to be deemed transferable for any purpose and is indivisible and non-assignable except to a business successor of LICENSEE or with LICENSOR prior written approval.

**1.1.3.** All Intellectual Property Rights in the Software and Documentation are and will remain, as between the Parties, the property of the LICENSOR.

**1.1.4.** The LICENSEE must provide to the LICENSOR, or procure for the LICENSOR, upon reasonable notice and during normal business hours, reasonable evidence of compliance with the terms of this SLA.

(a) This may be in the form of written statement of compliance signed by the LICENSEE, or an electronic license audit report, stating compliance with the terms and conditions of the SLA, including but not limited to the number of licences held and the number of UI developers using the Software.

## **1.2. OTHER USERS**

**1.2.1** The LICENSEE may permit any employee of the LICENSEE to exercise the rights granted by the LICENSOR to the LICENSEE under Article 1.1.1., subject always to the restrictions set out in Article 1.1.2.

**1.2.2** The LICENSEE must ensure that any person using the Software and/or Documentation is made aware of, and agrees to, the terms of this SLA.

## **1.3. UPDATES**

**1.3.1** The LICENSEE may apply to the Software each Upgrade released by the LICENSOR and made available by the LICENSOR to the LICENSEE from time to time. All licences come with either 90-days or 1-year of Support & Updates.

This means:

For a period of 90-days, or 365-days, LICENSEE will be entitled to receive support via LICENSOR website as per our [support policy](#)

During the support & updates window, LICENSEE will be entitled to receive and use the latest version(s) of the Software that match LICENSEE's product keys.

**1.3.2** The LICENSOR will have no obligation to provide support for the Software under Article 2 or repair or replace the Software under 2 in relation to any version of the Software that does not incorporate the most recent Upgrade to the Software.

#### **1.4. TERM OF SLA.**

This SLA will come into force once the Software has been downloaded and will continue in force indefinitely, unless and until terminated in accordance with Article 8 "Termination".

#### **// ARTICLE 2 – SUPPORT**

##### **2.1 THE LICENSOR WILL PROVIDE TO THE LICENSEE**

Technical support as per our [support policy](#) for the purpose of resolving issues with the Software raised by the LICENSEE acting reasonably, during:

- 30 (thirty) days from the commencement of a License for "Trial" (unpaid) editions; OR
- 90 (ninety) days from the commencement of a Licence for "Basic" editions; OR
- 365-days from the commencement of a License for "Professional" and "Source-Code" editions of the Software.

##### **2.2 The LICENSEE acknowledges that:**

(a) the LICENSOR's obligation under Article 2.1 is subject to such limits (as to time spent in relation to an issue and in relation to the LICENSEE in aggregate) as the LICENSOR may determine from time to time;

(b) the LICENSOR's sole obligation under Article 2.1 is to make reasonable endeavours to resolve issues raised by the LICENSEE;

(c) the LICENSOR does not warrant or represent that issues raised will be solved by means of the support services; and

(d) the LICENSOR will not provide any on-site support under this SLA.

##### **2.3 THE LICENSOR MAY SUBCONTRACT ANY OF ITS OBLIGATIONS UNDER THIS ARTICLE 2 TO ANY THIRD PARTY.**

#### **// ARTICLE 3. LIMITED WARRANTIES**

**3.1.** LICENSOR warrants that the Software delivered pursuant to this License shall perform substantially in accordance with the accompanying reference manuals for a period of 30 (thirty) 90 (ninety) or 365 days from the delivery date to LICENSEE, depending on the package purchased.

**3.2. LICENSEE Remedies.** LICENSOR' entire liability and LICENSEE exclusive remedy shall be, at LICENSOR' option, either repair or replacement of the Software that does not meet LICENSOR' Limited Warranty during the warranty period. The Limited Warranty is void if failure of the Software has resulted from accident, abuse or misapplication or use in a manner not contemplated in the Software accompanying reference manuals and the present SLA. Any replacement of the Software shall be warranted for the remainder of the original warranty period.

**3.3.** The LICENSOR warrants to the LICENSEE that the LICENSOR has tested the Software for computer virus and other malicious third party software infections in accordance with standard industry practice.

**3.4.** The LICENSEE acknowledges that:

(a) Trial or Beta Editions of the Software are made available free of charge on an "AS IS" basis. To the maximum extent permitted by Law, the LICENSOR disclaims all express or implied warranties, including but not limited to implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement. The LICENSEE understands and agrees that Trial Software is made available free of charge "AS IS" and use of the Software is at the LICENSEE's own discretion and risk.

(b) the Software may not be error-free and that non-material errors in the Software will not constitute a breach of this SLA;

(c) the Software has not been developed to meet the specific requirements of the LICENSEE, and accordingly the LICENSEE will be responsible for ensuring that the Software is suitable to meet the LICENSEE's requirements.

**3.5.** All of the Parties' liabilities and obligations in respect of the subject matter of this SLA are expressly set out herein. To the maximum extent permitted by applicable Law, no other terms concerning the subject matter of this SLA will be implied into this SLA or any related contract.

**3.6. NO OTHER WARRANTIES.** LICENSOR DISCLAIMS ALL OTHER WARRANTIES NOT EXPRESSLY STATED HEREIN, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR BE FREE FROM ERRORS, OR THAT LICENSEE WILL BE ABLE TO DESIGN, DEVELOP, MANUFACTURE, MARKET OR SELL PRODUCTS INCORPORATING THE SOFTWARE.

## // ARTICLE 4. LIMITATIONS AND EXCLUSIONS OF LIABILITY

### **4.1 NOTHING IN THE SLA WILL:**

(a) LIMIT OR EXCLUDE THE LIABILITY OF A PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE;

(b) LIMIT OR EXCLUDE THE LIABILITY OF A PARTY FOR FRAUD OR FRAUDULENT MISREPRESENTATION BY THAT PARTY;

(c) LIMIT ANY LIABILITY OF A PARTY IN ANY WAY THAT IS NOT PERMITTED UNDER APPLICABLE LAW; OR

(d) EXCLUDE ANY LIABILITY OF A PARTY THAT MAY NOT BE EXCLUDED UNDER APPLICABLE LAW, AND, IF YOU ARE A CONSUMER, ANY STATUTORY RIGHTS WHICH YOU HAVE, WHICH CANNOT BE EXCLUDED OR LIMITED, WILL NOT BE AFFECTED BY THE SLA.

**4.2. LIMITED LIABILITY.** THE LICENSOR WILL NOT BE LIABLE TO THE LICENSEE IN RESPECT OF ANY LOSS OR CORRUPTION OF ANY DATA, DATABASE OR SOFTWARE. LICENSOR AND ITS SUPPLIERS SHALL UNDER NO CIRCUMSTANCES BE HELD LIABLE WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY OR ANY OTHER THEORY OF LIABILITY, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF OPPORTUNITY, BUSINESS DISRUPTION OR OTHER PECUNARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SOFTWARE, EVEN IF LICENSOR HAS BEEN INFORMED BY LICENSEE OF THE POSSIBILITY THAT LICENSEE COULD SUFFER SUCH DAMAGES. IN ANY CASE, LICENSOR' AGGREGATE LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY OR ANY OTHER THEORY OF LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE UNDER THIS LICENSE.

**4.3. INDEMNITY.** LICENSEE AGREES TO INDEMNIFY AND HOLD LICENSOR, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, CO-BRANDERS, ALLIANCE MEMBERS, OR OTHER PARTNERS, AND EMPLOYEES, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF ANY LICENSEE APPLICATION, LICENSEE'S USE OF THE LICENSOR' SOFTWARE, INCLUDING ANY USE BY LICENSEE'S EMPLOYEES, LICENSEE'S VIOLATION OF THE PRESENT LICENSE AGREEMENT, OR LICENSEE'S VIOLATION OF ANY RIGHTS OF A THIRD PARTY.

## // ARTICLE 5 – TRADEMARKS

LICENSEE shall follow all reasonable instructions that LICENSOR gives from time to time with regard to the use of trademarks, copyrights or other notice of ownership rights of LICENSOR or its suppliers. (b) LICENSEE shall clearly mention in any communication referring to the Software that the Software is LICENSOR's property. LICENSEE shall affix to all packaging and material embodying the LICENSEE Application and to all technical and commercial documentation, LICENSOR trademarks and logos supplied by LICENSOR.

## // ARTICLE 6 – TECHNICAL SUPPORT

LICENSEE may subscribe technical support services at such charges and upon such terms and conditions as provided from time to time by LICENSOR to LICENSEE upon request.

## // ARTICLE 7 – EXPORT CONTROL

The following information is provided to LICENSEE for information purpose only. The LICENSOR shall bear no responsibility if the following information becomes inaccurate. Should LICENSEE desires to ship, transfer or export into any country the Software and/or the LICENSEE Application and its accompanying reference manuals, it shall be the responsibility of LICENSEE to obtain all consents and licences as may be required from time to time under the relevant Laws, restrictions or regulations that may regulate such export.

The Software does not enter into any restricted categories (there is no Export Control Classification Number). The Export Classification Number for the Software is "NLR" which means "No license requirement". U.S. based LICENSEES of the Software distributing the LICENSEE Application worldwide should therefore use the acronym "NLR" to re-export the Software if the LICENSEE Application does not embed any other restricted technology. International embargo rules that apply to all products shall apply to re-export of the Software and export of LICENSEE Applications.

## // ARTICLE 8. TERMINATION

This SLA will terminate immediately and automatically if:

the LICENSEE or any employee of the LICENSEE or person authorised by the LICENSEE to use the Software and/or Documentation breaches any provision of this SLA;

the LICENSEE: (i) is dissolved; (ii) ceases to conduct all (or substantially all) of its business; (iii) is or becomes unable to pay its debts as they fall due; (iv) is or becomes insolvent or is declared insolvent; or (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the LICENSEE;

an order is made for the winding up of the LICENSEE, or the LICENSEE passes a resolution for its winding up.

## // ARTICLE 9. EFFECTS OF TERMINATION

**9.1** Upon termination all the provisions of this SLA will cease to have effect, save that the following provisions will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Definitions, Articles 3, 4, 7, 9 and 10.

**9.2** Termination of this SLA will not affect either party's accrued rights and liabilities.

**9.3** Save as expressly provided in this SLA, the LICENSEE will not be entitled to a refund upon the termination of this SLA.

## // ARTICLE 10. GENERAL

**10.1 NO WAIVER.** No breach of any provision of this SLA will be waived except with the express written consent of the party not in breach.

**10.2. SEVERABILITY.** If a provision of this SLA is determined by any Court to be unlawful and/or unenforceable, the other provisions of this SLA will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the Parties, in which case the entirety of the relevant provisions will be deemed to be deleted).

**10.3** The LICENSOR may freely assign this SLA and/or its rights and/or obligations under this SLA without the LICENSEE's consent. Save as expressly provided in this SLA, the LICENSEE must not assign, transfer, charge, license or otherwise dispose of or deal in this SLA and/or any its rights and/or obligations under this SLA.

**10.4 NO THIRD PARTY BENEFICIARIES.** This SLA is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this SLA are not subject to the consent of any third party.

**10.5** This SLA constitutes the entire agreement and understanding of the Parties in relation to the subject matter of this SLA, and supersedes all previous agreements, arrangements and understandings between the parties relating to the subject matter of this SLA.

**10.6. FORCE MAJEURE.** Under no circumstances shall either Party be held liable for failure to perform its obligations under this Agreement in case such failure is due to a Force Majeure event as defined in Preamble. The Party prevented by Force Majeure shall inform the other Party of the occurrence of the Force Majeure event within fifteen (15) days by written notice. Except as defined below, the Parties shall have no right to assert Force Majeure in order to terminate this Agreement.

If Force Majeure continues for a period of more than three (3) months from the date of the Force Majeure Declaration and has prevented either of the Parties from performing its obligations in whole or in part during that period, then either Party shall be entitled to terminate the SLA by written notice to the other Party.

The Parties shall have no right to claim for any compensation of liquidated damages to the other Party for delays or non-performance of the Agreement by such Party in case of Force Majeure, even if the Force Majeure results in the termination of the SLA.

**10.7. TITLES.** The titles in the present SLA are for information purpose only. In case of contradiction in the core of an article and its title, its title shall be ignored and only its contents shall be reputed written.

**10.8. APPLICABLE LAW AND JURISDICTION.** This SLA will be governed by and construed in accordance with the laws of England and Wales to the exclusion of its conflict of laws rules. The Courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this SLA, including in case of injunctive relief, provisional orders or other interim matters.

**10.9. THIRD PARTY COMPONENTS, USAGE & RESTRICTIONS** The SOFTWARE may include certain third party components licensed under the Microsoft Permissive License “MS-PL” found at <http://opensource.org/licenses/MS-PL>, Modified Berkeley Software Distribution License “Modified BSD” found at <http://opensource.org/licenses/BSD-3-Clause> and MIT License found at



<http://opensource.org/licenses/MIT>. A list of included third party components and their licenses can be provided upon request.

###

The third party components referenced in Section 10.9 of the SciChart software license agreement that SciChart makes use of are WriteableBitmapEx, AggSharp, SharpDX, and Twister3D.

###

**WriteableBitmapEx** (<https://github.com/teichgraf/WriteableBitmapEx/>) is subject to the MIT license which is reproduced below.

The MIT License (MIT)

Copyright (c) 2009-2015 Rene Schulte

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE 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 NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

###

**AggSharp** (<https://github.com/MatterHackers/agg-sharp>) is subject to the modified BSD license which is reproduced below.

Copyright (c) 2014, MatterHackers, Inc.  
All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

\* Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

\* Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO,

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

###

**SharpDX** (<https://github.com/sharpxd/SharpDX>) is subject to the MIT license which is reproduced below.

Copyright (c) 2010-2014 SharpDX - Alexandre Mutel

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE 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 NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

###

**Twister3D** (<https://github.com/ShadyEM/Twister3D>) is subject to the MIT license which is reproduced below.

The MIT License (MIT)

Copyright (c) 2015 Shady E.M.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE 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 NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

+++++

## **FTDI**

Copyright © 2007-2013 Future Technology Devices International Limited

FTDI FTD2XX\_NET.dll may be used only in conjunction with products based on FTDI parts.

THIS SOFTWARE IS PROVIDED BY FUTURE TECHNOLOGY DEVICES INTERNATIONAL LIMITED ``AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL FUTURE TECHNOLOGY DEVICES INTERNATIONAL LIMITED BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

ALL FTDI COMPONENTS MAY BE DISTRIBUTED IN ANY FORM AS LONG AS OUR LICENSE INFORMATION IS NOT MODIFIED.

+++++