

SYNCFUSION'S ENTERPRISE BOLD REPORTS PLATFORM TERMS OF SERVICE

SYNCFUSION'S ENTERPRISE BOLD REPORTS PLATFORM LICENSE AGREEMENT

September 06, 2021

This Software License Services Agreement (the “**Agreement**”) is a legal agreement between you (“You”, “Your”, or “Customer”) and Syncfusion, Inc., a Delaware corporation with its principal place of business located at 2501 Aerial Center Parkway, Suite 200, Morrisville, North Carolina 27560 (“Syncfusion”). If you are acting as an individual, “You”, “Your”, or “Customer” will mean that You agree to be bound by these terms; otherwise, “You”, “Your”, or “Customer” means the business or other entity for which you are obtaining the Licensed Product and the organization or entity that will be granted the rights and abide by the restrictions of the Agreement.

This Agreement is specific to Bold Reports Enterprise. This does not provide any license rights or service rights for any Bold Reports Cloud Services.

Syncfusion licenses its on-premise Customer hosting process with a monthly fee where pricing is per Server. Additionally, if you need to embed Syncfusion Bold Reports, additional fees and additional terms will apply. Such terms will be written out in a separate written and signed agreement. Your right to use any given copy of a Syncfusion Licensed Product or service is generally set forth in this Agreement.

If You are agreeing to this Agreement either on behalf of Yourself or a company or other legal entity, You represent that you have the authority to bind such entity. You must also be at least eighteen (18) years old to agree to these Terms. If You do not have such authority, are not at least eighteen (18), or if You do not agree with these Terms, you may not use the Services. If You or your organization are subject to the GDPR, You also accept our Data Processing Agreement, a copy of which can be obtained by contacting Syncfusion at privacyconcerns@syncfusion.com.

This Agreement is specific to the Syncfusion Bold Reports Enterprise, hereafter in this agreement referred to as “the Licensed Product” or “the Services” or “Syncfusion’s On-Premise Bold Reports” or “Bold Reports” or “Services”.

Syncfusion’s Bold Reports Enterprise Platform provides You the ability to create, view, and share reports that will give You the ability to report on data and Key Performance Indicators (KPIs).

Carefully read all the terms and conditions of this Agreement prior to downloading, using, or installing the Licensed Product (as that term is defined below). This Agreement between You and Syncfusion sets forth the terms and conditions of Your use of the Licensed Product. For the purposes of this Agreement, the effective date of this Agreement shall be the date upon which You click the “YES” button below. If you choose to update to a later version of the software the then-current EULA will apply.

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

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

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

1. **The Basics**

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

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it has reviewed the terms and conditions of this Agreement and all terms incorporated by reference, and agrees to be legally bound thereby.

In addition, when using the Services, you shall be subject to any posted guidelines, rules, or terms applicable to such Services, which may be posted from time to time and are subject to change. All such guidelines, rules, or terms (including without limitation the Syncfusion Data Policy, Syncfusion Privacy Policy, Syncfusion Cookie Policy, and Syncfusion Terms of Service) are hereby incorporated by reference into this Agreement. Syncfusion may choose to offer other products or services that are governed by additional terms and conditions.

Syncfusion reserves the right, at its sole discretion, to modify, discontinue, or terminate the Services or to modify this Agreement at any time. These Terms can be viewed at any time at <https://www.boldreports.com/terms-of-use/on-premise>. If we modify these Terms, we will provide You with notice of the modification. By continuing to access or use the Services after we have given notice of a modification to the Terms, You agree to be bound by the modified Terms. If the modified Terms are not acceptable to You, You agree to immediately stop using the Services.

2. Definitions

2.1 Documentation means the softcopy documentation provided by Syncfusion with the Licensed Program(s), such as softcopy user manuals and online help.

2.2 Licensed Product means, collectively, the Licensed Program(s) and Documentation.

2.3 Licensed Program(s) means Syncfusion's Enterprise Bold Reports Platform as well as any updates or new versions of the same that may be delivered or made available by Syncfusion to Customer during the term of this license.

2.4 "Personal Data" means any information relating to an identified or identifiable natural person ("**Data Subject**"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, or an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person and/or any data considered "personal data" and/or "personally identifiable information" by any data protection or privacy law or regulation.

2.5 User means (1) any individual who has been supplied with user identification and a password to access and use the Services on behalf of your organization, or (2) any individual who has access to Bold Reports, or (3) any individual who builds, creates or modifies reports, or (4) any individual who can view any report made with Bold Reports. Users may include but are not limited to your employees, consultants, customers, contractors and agents, and third parties with whom You transact business.

2.6 Server shall mean a virtual or physical server. This includes each CPU or virtual CPU. If multiple instances make up a virtual server, then each instance is a server. Syncfusion reserves the sole right to determine the number of servers that the Customer must license.

2.7 Server License means a compilation of CPUs or virtual CPUs that are owned by the Customer that (1) have access to the Licensed Product and (2) are owned, hosted, and run by the Customer. Each server that has the Licensed Product on it must have adequate CPU licenses. Each CPU, Virtual CPU and instance needs to have a Server License .

2.8 Vendor(s) means the third parties that furnish Syncfusion with portions of the Licensed Program(s). Certain Vendor software is licensed to be used in conjunction with the Licensed Program(s) and not for any other use.

3. Ability to Accept This Agreement. If You are agreeing to this Agreement either on behalf of Yourself or a company or other legal entity, You represent that You have the authority to bind such entity. You must also be at least eighteen (18) years old to agree to these Terms. If You do not have such authority, are not at least eighteen, or if You do not agree with these Terms, You may not use the Services. If You or your organization are subject to the GDPR, You also accept our Data Processing Agreement. Syncfusion reserves the right to request proof of age at any stage so that we can verify compliance with this paragraph. In the event that it comes to our knowledge that a person breaches this

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paragraph, we may prohibit and block such user from accessing and/or using the Services. You may not access and use the Services if You are a competitor of Syncfusion or Syncfusion Enterprise Bold Reports.

4. Service Fee, Prices, and Payment

4.1 The service fee ("Service Fee") is the aggregate of the monthly fees for the Services selected by Customer. Fees must be paid monthly to continue to possess, use, or access Syncfusion Enterprise Bold Reports.

4.2 The Service Fee is a monthly fee that must be paid to continue to utilize the Services or possess the Licensed Product.

4.3 All payments under this Agreement shall be made in United States dollars. Charges will be based on the specific plan chosen by the Customer.

4.4 If You do not pay any monthly Service Fee covering a given period, Your account will be terminated.

4.5 Payment Terms. The payments made to Syncfusion shall be made on a recurring basis, and shall be charged in accordance with Your plan. All billing cycles are renewed automatically for the same billing cycle. Fees for the current cycle are based on the prevailing rate on the first date of such cycle according to the service selected.

4.6 All Fees are stated, and shall be paid, in U.S. Dollars, are non-refundable, and are exclusive of all taxes, levies, or duties, which are Your responsibility.

4.7 Withholding Taxes. If You are located in a jurisdiction which requires You to deduct or withhold taxes or other amounts from any amounts due to us, You must notify us in writing. In such a case, we reserve the right to assess the withheld amount or to increase the gross amount of the applicable payment so that, after the deduction or withholding for taxes, the net amount paid to us will not be less than the amount we would have received without the required deduction or withholding. The available payment methods and the required payment schedule are set forth in the Order Form.

4.8 Payment Processing. You agree to promptly notify us of any changes to Your billing information. In case You pay with a credit card, You hereby authorize us to charge Your credit card on a recurring basis for all applicable fees and to store Your credit card information on our servers and/or on third-party payment processing providers' servers.

4.9 If You are invoiced, all amounts are payable within 30 days of receiving an invoice. Your payment may be processed through a third-party payment processing service, and additional terms may apply to such payments. We currently engage a third party for online payment processing services, and in addition to these Terms, You agree that such third-party terms and conditions shall apply to Your online payments of the Fees. We reserve the right to use other third-party payment processing services for such purposes in the future.

5. Syncfusion Enterprise Bold Reports

5.1 Subject to: (1) the terms and conditions of this Agreement, (2) continuous payment of the monthly Service Fee, and (3) proper license of each Server, Syncfusion grants each individual licensed Server that possess Syncfusion's Licensed Product or a Server which stores, creates, or shares reports (collectively "Server(s)") or uses the Syncfusion Bold Reports Enterprise Licensed Product a license for the Services for the term of the subscription services. Each Server must be assigned a license, and licenses cannot be transferred between Servers. The Server Licenses are non-transferable, non-exclusive, non-sublicensable named user licenses to use the Licensed Product or the Services.

5.2 The Bold Reports Enterprise product can be used to build reports, connect to data sources, view reports, and see data. However, unless You purchase Consulting Hours, it is up to You to build the reports. Unless you purchase a Managed Data Integration Plan, it is up to you to manage your data. The Managed Data Integration Plan is available under a separate set of terms and conditions.

5.3 Syncfusion does offer Standard Support to answer any general questions or concerns.

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5.4 You are fully responsible for how You represent the Data, the connections of the Data, and how You choose to build reports for the Syncfusion Enterprise Bold Reports Platform. You are responsible for using competent professionals who understand the security risks associated with data.

5.5 You need to have separate Server Licenses license for each Server that hosts, possesses, or has the ability for an individual to access reports, build reports, share reports, or view reports with the Syncfusion Enterprise Bold Reports product.

6. Restrictions

6.1 Customer acknowledges and agrees that there are additional limitations on accessing the Services.

- (a) Customer must ensure that each individual who creates a report, shares a report, or shares any part of the Services, any reporter data, any screenshot of any report, or anything derived from the Services has a license.
- (b) Syncfusion will, in its sole discretion, make the final determination as to the number of User Licenses that Customer must obtain in order to provide adequate licenses for Customer's personnel and authorized subcontractors. Usage will be determined by peak usage.
- (c) Customer acknowledges and agrees that Customer, or anyone acting on behalf of the Customer, will not reverse engineer the Services or any piece of technology or product that is incorporated into or links to the Services.
- (d) Customer acknowledges and agrees that a breach of Section 6 is a material breach of the Agreement that will result in termination of the Agreement and all Customer licensed rights.

6.2 You may not, and shall not, allow any individual or any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, display, transmit, broadcast, transfer, or distribute any portion of the Service or the Sites to any unlicensed third party, including, but not limited to, your affiliates.

6.3 You may not allow any individual, entity, or third party to circumvent, disable, or otherwise interfere with security-related features of the Sites or Service or features.

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

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

6.6 You will ensure no Users use any robot, spider, scraper, or other automated means to access or monitor the Service or Sites for any purpose.

6.7 You will ensure no individual, entity, or third party takes any action that imposes or may impose (at Syncfusion's sole discretion) an unreasonable or disproportionately large load on the Syncfusion infrastructure or infrastructure which supports the Sites or Service.

6.8 You will ensure no individual, entity, or third party interferes or attempts to interfere with the integrity or proper working of the Service or Sites, or any related activities.

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

6.10 You will ensure no individual, entity, or third party uses the Service or Sites to develop a competing service or product.

6.11 You will ensure no individual, entity, or third party uses the Service or Sites in any unlawful manner, for any harmful, irresponsible, or inappropriate purpose, or in breach of these Terms or any terms and conditions of any third-party product or service.

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6.12 You will ensure each User has the proper licenses to use the mobile application, to include, but not limited to, Apple or Android licenses. Customer acknowledges and agrees that this license does not give any right to use any other mobile service, to include, but not limited to, Android, Google, Microsoft, IOS, or any license for any specific device.

6.13 Syncfusion reserves all rights to the Services not specifically granted herein.

7. User Name and Password

7.1 You must ensure that all individuals who can access the Services keep their User IDs and passwords for Syncfusion Enterprise Bold Reports strictly confidential and do not share any such information with any unauthorized person. In the event You become aware of any unauthorized use, You are solely responsible for notifying Syncfusion. You are solely liable for the security of Your User Name and Password.

7.2 Account Registration. You will need to register for an account for Syncfusion's Enterprise Bold Reports Platform in order to place orders or access or view any reports or any Services. Any registration information that You provide to us must be accurate, current, and complete. You must also update Your information so that we may send notices, statements, and other information to You by email or through Your account. You are responsible for all actions taken through your accounts.

8. Security. Customer acknowledges and agrees that use of Syncfusion's Enterprise Bold Reports Platform necessarily involves the transmission and storage of data over networks and hardware devices that are not owned, operated, or controlled by Syncfusion. Syncfusion is not responsible for any intercepted, lost, altered, stolen, or otherwise modified data that is transmitted or stored across such networks. By using the products, You accept all risks and agree Syncfusion will not have any liability for damages or equitable relief in any way.

9. Data

9.1 License. While using the Service, Users may transmit or store certain content, data, or information to the Service, such as numbers, statistics, figures, representations, text, and information processed through the Service, or submissions made through the support for the Service ("Data"). The devices and the methods of transmission are outside of Syncfusion's control, and Syncfusion holds no liability in any form. Moreover, if you make a public report or share a report, You (or Your organization) are providing anyone with access rights to see the data. Syncfusion has no liability in any form for any Data you share through the Service.

9.2 You must ensure that at all times Your use and storage are compliant with federal, state, and local laws and regulations. You represent and warrant that (1) You have obtained all of the necessary rights, releases, and permissions to provide any and all of Your Data to Syncfusion and (2) Your data was transferred with informed consent in such a way that does not violate any law or regulation or the rights of any third party. Syncfusion assumes no responsibility or liability for any of Your data, and You shall be solely responsible for the consequences or results of using, disclosing, storing, or transmitting it.

9.3 Responsibility. You represent and warrant that You have obtained the rights to all of the rights, including intellectual property rights, subsisting in the Data submitted by You, and You have the right to provide the Data and the license granted in these Terms to use such Data as stated in this Agreement. You further agree as soon as you become aware of any unauthorized use or loss of information, You will notify Syncfusion. You agree that Syncfusion will not have any liability or owe any damages from your failure to comply with this clause.

10.4 Security. Syncfusion agrees, during the Term, to implement reasonable security measures to protect Data and will, at a minimum, utilize industry standard security procedures. However, because of the nature of the Service, which combines public and private information that is conveyed over the public internet on devices outside of Syncfusion's control, then to the maximum extent permitted by law: (i) Syncfusion shall not be held liable for any damage caused as a result of Your use of the Service, its unavailability, or any error or faults in the Service and (ii) You alone shall be responsible and liable for the maintenance and backup of all Your Data and (iii) You will be responsible for any usage or breach of any Data rule, regulation, or restriction, to include but not limited to any GDPR restriction.

10.5 Sensitive Data That Cannot Be Submitted. Customer acknowledges and agrees that Customer will not submit to Syncfusion (1) any personal identifiable information, (2) any patient, medical, or other health information or protected health information that is regulated by any law or regulation, (3) any other data that is protected by any law or regulation, or (4) any data that creates any liability or damages for Syncfusion. Syncfusion, at its sole discretion, can delete data or files at any time.

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

- (a) probe, scan, or test the vulnerability of any system or network;
- (b) breach or otherwise circumvent any security or authentication measures;
- (c) access, tamper with, or use non-public areas or parts of the Services, or shared areas of the Services You have not been invited to;
- (d) interfere with or disrupt any user, host, or network, for example by sending a virus to, overloading, flooding, spamming, or mail-bombing any part of the Services;
- (e) access, search, or create accounts for the Services by any means other than our publicly supported interfaces (for example, by "scraping" or creating accounts in bulk);
- (f) send unsolicited communications, promotions, advertisements, or spam;
- (g) send altered, deceptive, or false source-identifying information, including by "spoofing" or "phishing";
- (h) promote or advertise products or services other than your own without appropriate authorization;
- (i) circumvent storage space limits;
- (j) upload anything or any data with or relating to children;
- (k) upload anything or any data with or relating to medical information;
- (l) sell the Services unless specifically authorized to do so;
- (m) publish or share materials that are unlawfully pornographic or indecent, or that contain extreme acts of violence;
- (n) advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual preference, disability, or impairment;
- (o) harass or abuse Syncfusion personnel or representatives or agents performing services on behalf of Syncfusion;
- (p) violate the law in any way, including by storing, publishing, or sharing material that is fraudulent, defamatory, or misleading; or
- (q) violate the privacy or infringe the rights of others.
- (r) You acknowledge and agree Syncfusion can remove Your content at any time at its sole discretion.

11. Additional Licenses

11.1 You may need to obtain additional licenses to connect the Services to a data source even in instances where Syncfusion provides a working data access framework to connect to such data sources. As an example, if You are attempting to connect to Salesforce, Syncfusion offers this functionality; however, You must have adequate Salesforce licenses. No third-party licenses are included with this agreement.

11.2 You acknowledge and agree that the Services do not come with access to any data connection source or any third-party product, to include, but not limited to, any Oracle, Salesforce, Google, Microsoft, or Adobe licenses.

11.3 Customer agrees that in the event of any third-party claim about any third-party licenses, Syncfusion will have no liability to the Customer in any form. Customer further agrees that Customer will fully indemnify Syncfusion in the event the third party files any claim regarding any Customer use of a third-party product in connection with the Service without Customer obtaining proper licenses.

12. License Grant

12.1 Subject to the terms and conditions of this Agreement, Syncfusion hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, Server License to the Licensed Product. All use of the Licensed Program(s) by Customer shall be made solely in accordance with the Documentation.

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12.2 The term of each Software license (“**Subscription License Term**”) is 1 year (which is paid monthly) from the Effective Date of the Agreement. Unless otherwise specified in the Agreement, all subscriptions will renew automatically for periods equal to your initial Subscription Term unless you cancel your account by contacting sales@syncfusion.com. If you cancel, your subscription will terminate at the end of then-current billing cycle, but you will not be entitled to any credits or refunds for amounts accrued or paid prior to such termination.

12.3 Electronic Delivery. All Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable ordering document. Software shall be deemed delivered when it is made available for download (“**Delivery**”).

12.4 The Bold Reports Embedding Reporting Tool and the Bold Reports SDK are not licensed under this agreement. Please contact Syncfusion for licensing terms for these products.

12.5 Customer acknowledges and agrees that it must obtain licenses from Microsoft® for any and all software products reasonably required for any software developer to operate in a Windows® environment.

12.6 Customer acknowledges and agrees that Customer may need to install Phantom JS. This is a separate installation not licensed by this agreement, and Syncfusion holds no liability in any form. You should check the terms of Phantom JS prior to choosing to install it.

12.7 Customer acknowledges and agrees that the Licensed Product may contain open source components that are subject to the terms of open source licenses. A list of such open source components, and links to their licenses, are listed in Appendix A. This list can be changed or updated without notice. Syncfusion provides these internet links for Customer’s convenience only and makes no representation or warranty of any kind with regard thereto. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer’s incorporation of the open source components into Customer’s products and that Syncfusion shall have no liability whatsoever under any circumstances.

12.8 Syncfusion reserves all rights to the Licensed Product not specifically granted herein.

13. Title: No title to or ownership in the Licensed Product or Services is transferred to Customer. Title to and all applicable rights in patents, copyrights, trademarks, and trade secrets in the Licensed Product or Services shall remain in Syncfusion or third parties from whom Syncfusion has obtained rights to license the Licensed Product. The Licensed Product provided hereunder, including the ideas, concepts, know-how, and technology contained therein, is proprietary and confidential to Syncfusion and its Vendors and contains trade secrets of Syncfusion and its Vendors. Customer agrees to be bound by and observe the proprietary, confidential, and trade secret nature thereof as herein provided. Customer agrees to take appropriate action by instruction or agreement with its employees who are permitted access to the Licensed Product to fulfill its obligations hereunder. Except as may be permitted in writing by Syncfusion, Customer shall not provide, or otherwise make available, the Licensed Product or copies thereof to any third party.

14. Term and Termination

14.1 The license rights granted under this Agreement shall be for a period commencing at the earlier of (i) the payment of the license subscription fee or (ii) initial download of or access to the Licensed Product, excluding updates.

14.2 The license will continue until either (i) the subscription expires, or (ii) the subscription license terminates.

14.3 Evaluation use shall be for less than thirty (30) days.

14.4 Syncfusion shall have the right to terminate Customer’s license if Customer fails to pay any required license fee(s) or otherwise fails to comply with the license terms and conditions set forth herein. In the event that Customer’s failure to comply with the license terms and conditions is not payment-related or a material breach of the Agreement, Syncfusion shall give written notice to Customer of such default, and if such default has not been remedied within thirty (30) days after such notice, the license granted hereunder shall terminate. Specific termination timelines are as follows:

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14.4.a.1 In the event Customer fails to renew the subscription, then all licensed rights granted under this Agreement will immediately terminate, and Syncfusion shall not be required to give any written notice of such termination.

14.4.a.2 In the event that Customer has failed to pay any required fee(s), whether an initial license fee or fee for additional licenses or any other services, Syncfusion shall give written notice to Customer of such default, and if such default has not been remedied in full within five (5) days of such notice, all licenses granted hereunder are hereby automatically revoked without further notice.

14.4.a.3 Once any licenses are revoked for failure to pay license fees, all use of the Licensed Product, including other products or products licensed from Syncfusion under prior agreements, shall be strictly prohibited. Syncfusion shall not be required to give any written notice in the event that Customer's material breach of this Agreement results in the immediate termination of the license granted under this Agreement.

14.5 Customer agrees that, upon expiration of the license term or upon termination for any reason, Customer shall immediately return or destroy the Licensed Program(s), Services, all reports made with the Licensed Products or Services, to include from all Servers, Users, computers, devices, and within the Customer's possession, and copies thereof as directed by Syncfusion and, if requested by Syncfusion, to certify in writing and provide suitable evidence as to the destruction or return of the Licensed Product and all copies thereof. Upon termination, Customer will have no rights to possess or distribute the Licensed Product or Services or any report made with the Licensed Product.

14.6 In the event of termination or expiration, it is your obligation to transfer, back up, or otherwise maintain your data. You acknowledge that you should take all necessary precautions to avoid any loss of data that might result when the Licensed Product can no longer be used, accessed, or properly licensed. Syncfusion will not be liable for loss of data following the termination or expiration of this Agreement.

14.7 Sections 14, 15, 16, 17, and 18 of this Agreement shall survive the expiration or termination of Customer's license and this Agreement.

15. Warranty

15.1 THE SERVICES PROVIDED TO CUSTOMER HEREUNDER ARE PROVIDED TO YOU "AS-IS" AND WITHOUT ANY WARRANTY OR INDEMNIFICATION OF ANY KIND. ACCORDINGLY, CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER SHALL REMAIN SOLELY LIABLE FOR ANY CLAIMS THAT MAY ARISE FROM CUSTOMER'S USE OF THE SERVICES, REGARDLESS OF WHETHER SUCH CLAIMS ARISE ALONE OR IN CONNECTION WITH ANY OTHER PRODUCTS PROVIDED BY SYNCFUSION. FOR THE AVOIDANCE OF DOUBT, CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT SYNCFUSION SHALL HAVE NO LIABILITY TO CUSTOMER WHATSOEVER UNDER ANY CIRCUMSTANCES RELATED TO THE SERVICES.

SYNCFUSION DOES NOT WARRANT THAT THE SERVICE OR ACCESS TO AND USE OF THE SITES OR SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES OR SERVICE IS FREE FROM VIRUSES OR OTHER HARMFUL CODE.

15.2 SYNCFUSION OFFERS NO WARRANTY REGARDING THE RELIABILITY OF THE PERFORMANCE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY WARRANTY: (I) THAT THE SERVICE, INCLUDING ANY ANTI-VIRUS OR ANTI-SPAM FEATURES, WILL DETECT, BLOCK, OR PREVENT ALL VIRUSES, SPAM, OR OTHER HARMFUL OR UNWANTED CODE OR INTRUSIONS; AND (II) REGARDING THE BACKUP OR STORAGE OF CUSTOMER DATA ON OR BY THE SERVICE.; AND (III) THAT THE SERVICES WILL BE WITHOUT DISRUPTION OR OUTAGES. FROM TIME TO TIME, SYNCFUSION MAY NEED TO TAKE SERVICES OFFLINE FOR MAINTENANCE AND SUPPORT.

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, AND WHICH WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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16. Indemnification. Syncfusion provides the Services and access to the Licensed Products to Customer without any indemnification of any kind. Syncfusion does not provide any copyright indemnification, patent indemnification, trademark indemnification, data privacy indemnification, or other trade secret indemnification. Accordingly, Customer hereby assumes all risks and liabilities that may arise from Customer's use of the Services. Moreover, in addition to any other limitation of liability set forth in these terms of use, You expressly agree that in no event shall Syncfusion or its officers, directors, employees, contractors, affiliates, or agents be liable to You or any third party for the following:

16.1 Any direct, indirect, punitive, incidental, special, or consequential damages or any damages incurred by You, however caused and under any theory of liability. This shall include, but is not limited to, lost profits (directly or indirectly), loss of data, loss of files, loss of goodwill or business reputation, or other intangible loss;

16.2 Any loss or damage that may be incurred by You, or arising from an outage, or arising out of or in any way connected with the use or performance of the Services; the delay in using or inability to use the Services; the provision of or failure to provide services; any information, documents, and publications obtained through the Website; or any loss or damage otherwise arising out of the use of the Services;

16.3 Any loss or damage arising out of unauthorized access to or alteration of Your transmissions of data and of any material or data sent or received or not sent or received; and

16.4 Any loss or damage arising out of any inaccuracies in the translation of information, documents, and publications or for any misunderstandings resulting from differences in language usage, dialect, or particular regional usage in such translations.

16.5 We have no liability for any loss, damage, or misappropriation of Your data, files, or information under any circumstances or for any consequences related to changes, restrictions, suspensions, or terminations of the Agreement.

16.6 The limitations on Syncfusion's liability in Section 16 apply even if Customer has been advised of or should have been aware of the possibility that such losses or damages could arise.

17. Use of Services and Limitation of Liability

17.1 The Services are tools that are not intended to replace the professional skills and judgment of Customer and its employees, agents, and consultants. Customer alone shall be responsible for the accuracy and adequacy of information and data furnished for processing and any use made by Customer of the output of the Services or any reliance thereon by Customer or users of Customer products.

17.2 Customer shall also be responsible for the continued operation and maintenance of the computer equipment and the third-party software used with the Services. For these reasons, Customer agrees to be solely responsible for the design, repair, and configuration of Customer's equipment, machinery, systems, and/or products. Customer assumes all risks and liability for results obtained by the use of and/or implementation of the designs developed by Customer that are in any way influenced by the use of the Services or the provision of services, whether such designs are used singly or in combination with other designs or products. Customer shall protect, indemnify, hold harmless, and defend Syncfusion of and from any loss, cost, damage, or expense, including attorneys' fees, arising from any claim asserted against Syncfusion that is in any way associated with the matters set forth in this Section 17.

17.3 Without limitation of Section 17.1 or 17.2 above, Customer acknowledges and agrees that Syncfusion assumes no liabilities and has no liability whatsoever under any circumstances for any claim relating to the subject matter of this Agreement, regardless of the form of action, whether in contract or tort, including claims of negligence or claims of

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intellectual property infringement against Syncfusion. The Parties agree that if there is any liability for Syncfusion, it will be limited to \$1.00 USD.

18. Maintenance and Support

18.1 Maintenance and Support services are provided in accordance with the terms of Syncfusion's then-current support and maintenance policies. A current version of those policies is available from Syncfusion upon request.

18.2 Syncfusion requires that each copy of the Licensed Program be assigned to an individual User or Creator for the purpose of efficiently providing Maintenance and Support services. Accordingly, Customer will be required to provide information to Syncfusion that it reasonably requests to identify each individual User or Creator in order for Syncfusion to provide such Maintenance and Support services under a Maintenance and Support services subscription.

18.3 Syncfusion reserves the right, in its sole discretion, to limit or suspend the provision of services under a Maintenance and Support services subscription in the event that Syncfusion determines that Customer is abusing its Maintenance and Support services subscription. Examples of such abuse include, but are not limited to, (i) Customer personnel making excessive use of Syncfusion support resources, (ii) Customer personnel making unreasonable demands of Syncfusion support personnel, or (iii) Customer maintaining a number of subscriptions that is fewer than the number in use by Customer's personnel.

19. Export: Customer acknowledges that the Licensed Product may be subject to export controls. Customer agrees that any Licensed Product and Licensed Assemblies licensed hereunder will not be accessed or exported (or re-exported from the country where they were first installed), directly or indirectly, separately or as part of a system, without Customer, at its own cost, first obtaining all necessary licenses from the United States Department of Commerce and any other appropriate agency of the United States Government as may be required by law. Customer acknowledges that it shall be solely responsible for determining the extent of any such licenses required, and for any costs associated with complying with the requirements of this Section 19. You may not access, download, use, or export the Licensed Product in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws, restrictions, and regulations of any United States or applicable agency or authority, and to not directly or indirectly provide or otherwise make available any Licensed Product in violation of any such restrictions, laws, or regulations, including, without limitation, laws, restrictions, or regulations pertaining to the development, design, manufacture, or production of nuclear, chemical, or biological weapons or missile technology. Neither the Licensed Product Syncfusion provides nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, into any country subject to U.S. trade sanctions, (Supplement Number 1 to Part 740, Export Administration Regulations, Country Group E:1), to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions. By agreeing to these Terms of Use, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

20. Government Contracting: If the Licensed Product is used in connection with providing goods and/or services to the United States government or other government contracting or subcontracting services, Customer shall ensure that no government agency or entity shall acquire any rights of any nature in the Licensed Program(s). Notwithstanding the foregoing, Customer may freely license its products that include Licensed Assemblies.

21. Taxes: The License Fees and any other amounts payable pursuant to the terms and conditions herein are exclusive of all national, state, regional, local, municipal, or other taxes and fees including, but not limited to, excise, sales, use, property, ad valorem, intangibles, goods and services and value added taxes, customs duties, and registration fees now in force or enacted in the future, and all such taxes and fees, except taxes based on Syncfusion's net worth, capital, or net income, shall be paid directly by the Customer, or if paid by Syncfusion, Customer will reimburse Syncfusion.

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22. Notice. Any notice or other communication given hereunder shall be in writing. Notices shall be considered delivered and effective upon receipt when sent by U.S. Mail, postage prepaid, or certified mail, return receipt requested, addressed to the parties as set forth above. Either party, upon written notice to the other, may change any name or address to which future notices shall be sent. All Syncfusion notices can be delivered to Attn: General Counsel, 2501 Aerial Center Parkway, Suite 200, Morrisville, North Carolina 27560.

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

24. Waiver. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder. This Agreement constitutes the complete understanding between the parties with respect to the subject matter herein and supersedes all proposals and all previous negotiations and agreements, written or oral, express or implied, between the parties with respect to the subject matter herein. This Agreement may not be waived, altered, amended, or modified except in writing, directly referencing the Agreement, and signed by authorized representatives of both parties.

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

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

27. Emailing the Customer. Customer acknowledges and agrees that Syncfusion shall have the right, but no obligation, to provide communication to the Customer in multiple forms, to include email, without a violation of any email regulation or law, to include but not limited to CAN-SPAM. Customer may opt out of marketing emails by contacting sales@syncfusion.com.

28. Logos. Syncfusion shall have the right, but no obligation, to use Customer's name and Customer's commonly-known logo in a list of some or all of Syncfusion's other licensees. Such list will only identify Customer by name and/or logo, but will not make any statement about the relationship between Syncfusion and Customer without Customer's permission. Syncfusion will remove Customer's name and/or logo from any such list upon sixty (60) days' written notice from Customer.

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

30. Governing Law and Jurisdiction

30.1 This Agreement shall be governed by the substantive laws of the state of North Carolina without regard to any conflict of law provisions. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods or by the Uniform Commercial Code, the application of which is expressly excluded. The parties agree that sole jurisdiction and venue for any dispute relating to the Agreement shall be in a federal or state court in Wake County, North Carolina.

30.2 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of

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arbitrators shall be three (3), with one (1) arbitrator being named by each party and the third arbitrator being chosen by the other two (2) arbitrators. The place of arbitration shall be Raleigh, North Carolina, and the laws of North Carolina shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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

The terms and conditions of this Agreement apply to any and all Vendor software included with or imbedded in the Licensed Program(s).

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

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

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

Appendix A

Bold Reports Third-Party Software

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

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

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

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

Bold Reports v1.1 Third-Party Software

Name	Reference	License
jQuery JavaScript library	http://jquery.com/download	http://www.opensource.org/licenses/mit-license.php
RazorEngine	http://antaris.github.io/RazorEngine/	https://github.com/Antaris/RazorEngine/blob/master/LICENSE.md
JsRender	http://www.jsviews.com/	https://github.com/jquery/globalize/blob/master/LICENSE
jQuery Validation Plugin	http://jqueryvalidation.org/	https://github.com/jquery-validation/jqueryvalidation/blob/master/LICENSE.md
Apache log4net	http://logging.apache.org/log4net/	https://logging.apache.org/log4net/license.html
Bootstrap- select Plugin	http://silviomoreto.github.io/bootstrap-select	https://github.com/silviomoreto/bootstrap-select/blob/master/LICENSE
JCrop plugin	http://deepliquid.com/content/Jcrop.html	http://deepliquid.com/content/Jcrop_License.html
i18N	https://github.com/turquoiseowl/i18n	https://github.com/turquoiseowl/i18n/blob/master/LICENSE.md

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Roboto Font	https://github.com/google/roboto/	https://github.com/google/roboto/blob/master/LICENSE
IWC-SignalR	https://github.com/slimjack/IWC-SignalR	https://github.com/slimjack/IWC-SignalR/blob/master/LICENSE
Npgsql 3.1.8	https://www.nuget.org/packages/Npgsql/3.1.8	http://www.npgsql.org/#license
Markdownsharp	https://code.google.com/archive/p/markdownsharp/	http://www.opensource.org/licenses/mit-license.php
Codemirror	https://codemirror.net/	https://github.com/codemirror/CodeMirror/blob/master/LICENSE
Json.NET	https://www.newtonsoft.com/json	https://github.com/JamesNK/Newtonsoft.Json/blob/master/LICENSE.md
Bootstrap CSS Framework	http://getbootstrap.com/	https://github.com/twbs/bootstrap/blob/master/LICENSE
Microsoft Azure Storage SDK for .NET	https://docs.microsoft.com/en-us/azure/storage	https://github.com/Azure/azure-storage-net/blob/master/LICENSE.txt
Active Directory Authentication Library	https://docs.microsoft.com/en-us/azure/active-directory/develop/active-directory-authentication-libraries	https://docs.microsoft.com/en-us/azure/active-directory/develop/active-directory-authentication-libraries
Simple MD Editor	https://github.com/NextStepWeb/simplemde-markdown-editor	https://github.com/sparksuite/simplemde-markdown-editor/blob/master/LICENSE
BarcodeLib	https://github.com/barnhill/barcode-lib	https://github.com/barnhill/barcode-lib/blob/master/LICENSE
WebGrease.dll	https://www.nuget.org/packages/WebGrease/	http://www.microsoft.com/web/webpi/etula/aspnetcomponent_rtwnuENU.htm
Owin.dll	https://www.nuget.org/packages/owin/	https://github.com/owin-contrib/owin-hosting/blob/master/LICENSE.txt
DotNetZip.dll	https://www.nuget.org/packages/DotNetZip/	https://raw.githubusercontent.com/haf/DotNetZip.Semver/master/LICENSE
System.Web.Optimization.Less dotless	https://www.nuget.org/packages/System.Web.Optimization.Less/	https://opensource.org/licenses/MIT

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Antlr3.Runtime.dll	https://www.nuget.org/packages/Antlr/	https://wwwantlr3.org/license.html
Signal R	https://www.nuget.org/packages/Microsoft.AspNet.SignalR.Core/	https://raw.githubusercontent.com/SignalR/SignalR/2.3.0/LICENSE.txt