Summary of Important Use Restrictions

Please read the entire agreement and definitions below.

Prohibited Uses

Under this Commercial License, you are not allowed to create applications that can be described as a development toolkit or library, an application builder, a website builder or any application that is intended for use by software, application, or website developers or designers. If you are concerned about this prohibition, you can discuss getting an OEM license by emailing us at license@sencha.com.

Designated Users

Under this Commercial License, each Designated User (a developer or anybody using the Software to design UI) must be licensed. You can move the license to another Designated User every 6 months.

Consultants and Software Integrators

Consultants and SI's that develop applications must ensure that the third parties for which they develop are licensed for the Software. In some cases, you can transfer your license to the third party, and in other cases third parties will need to have their own Commercial License. Consultants can't use the same license to build application for multiple customers, if the customers are to own the application, unless the third parties purchase a commercial license directly.

Certain consultants and integrators can take advantage of our Independent Consultant Program, which offers commercial licenses for fewer developers.

License Term

Ext JS / GXT: Licenses for Sencha Ext JS and Sencha GXT include perpetual development and use rights, with version upgrades under annual Maintenance and Support (1 year included).

Single Developer Subscription License: Sencha Ext JS or GXT may also be licensed on an annual basis which includes support, and must be current to develop applications. Rights to distribute and use applications are perpetual.

Development rights and version upgrades require annual fees.

ExtReact: Licenses for ExtAngular include perpetual development and use rights, with version upgrades under annual Maintenance and Support (1 year included).

ExtAngular: Licenses for ExtAngular include perpetual development and use rights, with version upgrades under annual Maintenance and Support (1 year included).

ExtWebComponents: Licenses for ExtWebComponents include perpetual development and use rights, with version upgrades under annual Maintenance and Support (1 year included).

Sencha Test: Sencha Test is licensed on an annual basis which includes support, and must be current to access the Sencha Test tools. Rights to use test scripts are perpetual.

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Sencha Software License Agreement

Version 3.20

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"Application" means any software, application, or elements that Your Designated Users develop using the Software or Modifications in accordance with this Agreement; provided that any such Application (i) must have substantially different functionality than the Software, and (ii) must not allow any third party to use the Sencha SDKs or Modifications, or any portion thereof, for software development or application development purposes.

"Designated User" shall mean a single distinct person for whom You have purchased a license to use the Software, whether such person is an employee acting within the scope of their employment with You or Your consultant or contractor acting within the scope of the services they provide for You. A Designated User can be replaced with a new Designated User only after being a Designated User for a minimum of six (6) months.

"End User" means an end user of Your Application who acquires a license to such solely for their own internal use and not for distribution, resale, user interface design, or software development purposes.

"Modification" means: a) any addition to or deletion from the contents of a file included in the original Sencha SDKs or previous Modifications created by You, and/or b) any new file that leverages any part of the original Sencha SDKs or previous Modifications.

"Sample Code" means sample source code included with the Software and designated as "sample code," "samples," "sample application code," "stencils," "app templates," and/or "snippets," and/or found in directories labeled "samples" or "examples".

2. LICENSE GRANTS

2.1 <u>Use Grant</u>. Subject to the payment of the fee required, and subject to Your compliance with all of the terms and conditions of this Agreement, except to the extent You has purchased a Subscription

License (as defined in Section 7), We grant to You a revocable, non-exclusive, non-transferable, non-sublicensable, perpetual right and license (i) for Designated User(s) to use the Software to create Modifications and Applications; (ii) for You to distribute the Sencha SDKs and/or Modifications to End Users solely as integrated into the Applications; and (iii) for End Users to use the Sencha SDKs as integrated into Your Applications.

2.2 <u>Trial License</u>. Sencha is the owner and provider of certain proprietary software and documentation that You may request to use, from time to time, on a temporary basis for the sole purpose of testing and evaluating such software prior to purchasing a commercial license for such software ("Trial Software"). In addition to the other terms contained herein, and subject to Your compliance with all of the terms and conditions of this Agreement, We grant to You a revocable, non-exclusive, non-transferable, non-sublicensable, limited license to install and use the Trial Software strictly for Your internal evaluation and review purposes and not for production purposes (the "Trial License"). This Section 2.2. will govern Your temporary use of such Trial Software and upon purchase of a commercial license for such Trial Software, this entire Agreement, exclusive of this Section 2.2, shall apply to You and govern all Your use of such commercial licensed Software. The term of the Trial License is for thirty (30) consecutive days following the date of the initial download of the Trial Software ("the Trial Period"). You agree not to use the Trial Software for any purpose other than permitted under this Section 2.2. Under the terms of the Trial License, You are explicitly not permitted (i) to distribute the Trial Software to any user outside the Organization on whose behalf You have undertaken the Trial License (ii) to hide, remove, or otherwise circumvent any watermarks included in the Trial Software. Your rights to use the Trial Software will immediately terminate upon the earlier of (i) any use in violation of the restrictions set forth herein, (ii) the expiration of the Trial Period, or (iii) such time that You purchase a commercial license of the Software. We reserve the right to terminate Your Trial License at any time in Our absolute and sole discretion.

2.3 <u>Beta License</u>. In addition to the other terms contained herein, in the event You have downloaded or received beta or pre-release versions of the Software (the "Beta Software") from Us, subject to Your compliance with all of the terms and conditions of this Agreement, We grant to You a revocable, non-exclusive, non-transferable and non-sublicensable license to install and use the Beta Software strictly for Your internal evaluation and review purposes and not for production purposes (the "Beta License"). You are explicitly not permitted to distribute the Software to any user outside the Organization on whose behalf You have undertaken this license. Your rights to use the Beta Software will immediately terminate upon the earlier of (i) the expiration of the evaluation period established by Us, or (ii) such time that You purchase a license to a non-evaluation version of the Software. We reserve the right to terminate Your Beta License at any time in Our absolute and sole discretion.

2.4 <u>Froala License</u>. In the event You purchased a Sencha Ext JS Enterprise Bundled Package (as referenced in Section 14.10 (i)(b) below), and subject to Your compliance with all of the terms and conditions of this Agreement and the conditions of this Section, We grant You a revocable, non-exclusive, non-transferable and non-sublicensable license to use the Froala WYSIWYG HTML Editor (the "Froala Software") to the extent (i) Your Designated User(s) use the Froala Software solely as an integrated component into the Applications; (ii) You distribute the Froala Software to End Users solely as an integrated component into the Applications; and (iii) You incorporate into the Application license agreement language, which requires the End Users not to remove the Froala Software watermarks and/or limit any Froala Software functionality. To the extent You, Your Designated User(s) or the End Users remove said watermarks and/or limit the Froala Software

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2.5 <u>Reservation</u>. YOU ACKNOWLEDGE THAT TRIAL AND/OR BETA SOFTWARE MIGHT PLACE WATERMARKS ON OUTPUT, CONTAIN LIMITED FUNCTIONALITY, FUNCTION FOR A LIMITED PERIOD OF TIME, OR LIMIT THE FUNCTIONALITY OR TIME OF FUNCTIONING OF ANY OUTPUT. ACCESS TO AND/OR USE OF ANY FILES OR OUTPUT CREATED WITH SUCH SOFTWARE IS ENTIRELY AT YOUR OWN RISK. WE ARE LICENSING THE SOFTWARE ON AN "AS IS" BASIS AT YOUR OWN RISK AND WE DISCLAIM ANY WARRANTY OR LIABILITY TO YOU OF ANY KIND. SENCHA DOES NOT WARRANT THAT THE TRIAL AND/OR BETA SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. UNDER NO CIRCUMSTANCES WILL SENCHA OR ITS AUTHORIZED REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE OR WHETHER BASED ON CLAIMS BY CUSTOMER OR ANY THIRD PARTY, ARISING OUT OF OR RELATED TO CUSTOMER'S USE OF THE TRIAL AND/OR BETA SOFTWARE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF SENCHA AND ITS AUTHORIZED REPRESENTATIVES INCURRED IN ANY ACTION OR PROCEEDING RELATING TO CUSTOMER'S USE OF THE TRIAL AND/OR BETA SOFTWARE EXCEED ONE HUNDRED DOLLARS.

2.6 <u>Sample Code</u>. You may modify the Sample Code solely for the purposes of designing, developing and testing Applications. You are permitted to use, copy and redistribute Your modified Sample Code only if all of the following conditions are met: (a) You include Our copyright notice (if any) with Your Application, including every location in which any other copyright notice appears in such Application; (b) You do not otherwise use Our name, logos or other of Our trademarks to market Your Application, unless otherwise agreed by Us in writing; and (c) each Designated User is duly licensed to use and distribute any of Our products that may be included in an application using and/or generated by the Software.

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You agree not to sublicense, assign or transfer the Sencha Tools or Your rights in the Sencha Tools, or authorize any portion of the Sencha Tools to be copied onto or accessed from another individual's or entity's computer except as may be explicitly provided in this Agreement. Notwithstanding anything to the contrary in this section, You may transfer copies of the Sencha Tools installed on one of Your computers to another one of Your computers provided that the resulting installation and use of the Sencha Tools is in accordance with the terms of this Agreement and does not cause You to exceed Your right to use the Sencha Tools under this Agreement. Except as expressly authorized under this Agreement, You are prohibited from: (a) renting, leasing, lending or granting other rights in the Sencha Tools including rights on a membership or subscription basis; and (b) providing use of the Sencha Tools in a computer service business, third party outsourcing facility or service, service bureau arrangement, network, or time sharing basis.

You agree not to modify, port, adapt or translate the Sencha Tools. You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Sencha Tools. You agree not to use any part of the Sencha Tools or Your knowledge of the Sencha Tools (or any information that You learn as a result of Your use of the Sencha Tools) to create a product with the same or substantially the same functionality as the Sencha Tools. The Sencha Tools may include various applications, utilities and components, may support multiple platforms and languages or may be provided to You on multiple media or in multiple copies. Nonetheless, the Sencha Tools is designed and provided to You as a single product to be used as a single product on computers and platforms as permitted herein. You are not required to use all component parts of the Sencha Tools, but You shall not unbundle any component parts of the Sencha Tools for use on different computers. You shall not unbundle or repackage the Sencha Tools for distribution, transfer or resale.

You agree to use the Software pursuant to the terms and conditions of this Agreement, and not any other terms or conditions unless provided in writing signed by the parties hereto.

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This Agreement and Your right to use the Software and Modifications will terminate immediately if You fail to comply with any of the terms and conditions of this Agreement. Upon termination, You agree to immediately cease using and destroy the Software or Modifications, including all

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A license to Sencha Test (unless bundled as part of Sencha Ext JS Enterprise) as provided under Section 2 of this Agreement (a "Term License") commences on the date of purchase and continues for an initial term of one (1) year or more, depending on the fee paid (the "Initial Term"). A Term License will automatically terminate at the end of the Initial Term, unless You choose to extend the Term License, subject to Our agreement based on payment of the applicable fees (each such extension is referred to as an "Extension"). The "Term" shall mean the Initial Term as extended by each Extension. Upon the expiration of the Term, the applicable Term Licenses shall terminate automatically, and You shall immediately cease use of Sencha Test, provided, however, that any licenses for use of Sencha Test scripts granted to You in accordance with the terms and conditions hereof shall survive such termination.

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In the event You have obtained a Sencha Ext JS Standard Community Edition license (the "Community Edition"), the following terms apply in addition to the General Terms described in Section 2 above. Please note that the Community Edition does not include all the software packages that Sencha Ext JS includes, and in particular does not include Ext JS Classic, Ext JS Charts, and many Ext JS fonts and themes. Please see Our website for a complete description of what is included in the Community Edition. We reserve the right to update or change the software included in the Community Edition at our discretion, and any such change shall take effect with respect to Your Community Edition after the expiration of Your Community Edition Term (as defined below). The Community Edition may or may not contain the most recent versions of the included software. Note that Sencha GXT is not offered and may not be licensed as a Community Edition.

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party to obtain any credits available to it, including original withholding tax certificates. Notwithstanding the foregoing, Software ordered through Our resellers is subject to the fees and payment terms set forth on the applicable reseller invoice.

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13.2 Support Services. While redistributing the Sencha SDKs or Modifications thereof as part of Your Application, You may choose to offer acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this Agreement. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on our behalf. You shall indemnify Us and our resellers, or at Our option, defend Us and our resellers against any claim, suit or proceeding brought against Us or our resellers (i) arising by reason of Your accepting any such support, warranty, indemnity or additional liability; or (ii) arising out of the use, reproduction or distribution of Your Application, except to the extent such claim is solely based on the inclusion of the Sencha SDKs therein. Further, You agree only to distribute the Sencha SDKs pursuant to an enforceable written agreement for Our benefit that includes all the limitations and restrictions of this Agreement and is as protective of Us and Sencha SDKs as is this Agreement. For clarity, for Sencha SDKs for which You have paid a fee, You must purchase Designated User licenses for each contractor or consultant who uses the Sencha SDKs to create an Application on Your behalf (including system integrators), whether or not such contractor or consultant has its own license to the Sencha SDKs.

13.3 Consent. You agree to be identified as a customer of Ours and You agree that We may refer to You by name, trade name and trademark, if applicable, and may briefly describe Your business in our marketing materials and web site.

13.4 Assignment. You may not assign or transfer this Agreement without Our prior written consent. Any attempted assignment or delegation in violation of this Section shall be null and void. This Agreement may be assigned by Us in whole or part and will inure to the benefit of Our successors and assigns. Notwithstanding the foregoing, in any instance in which You transfer ownership of an Application on a work for hire basis, You may assign licenses for the total Designated Users that have used the Software to develop said Application under this Agreement to another party (Assignee) provided (i) You provide written notice to Us prior to the effective date of such assignment; and (ii) the transfer is in quantities We generally make available to Our customers (minimum 5 Designated Users); and (iii) there is a written agreement, wherein the Assignee accepts the terms of this Agreement. Upon any such transfer, the Assignee may appoint new Designated Users. For license(s) purchased under our Independent Consultant Program: (i) you represent and warrant that the information you provided to us is true and correct in all material regards, and (ii) notwithstanding any provision herein to the contrary, you may assign any such license(s) to the entity you designated

to us as the Client, provided that assignee accepts the terms of this Agreement in connection with the Assignment. On any such assignment, the assignee may change the Designated User.

13.5 <u>Entire Agreement</u>. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. No oral or written information given by Us, Our resellers, or otherwise on Our behalf shall create a warranty or collateral contract, or in any way increase the scope of this Agreement in any way, and You may not rely on any such oral or written information. Any waivers or amendments shall be effective only if made in writing. Further, any different or additional terms of any related purchase order, confirmation, or similar form shall have no force or effect. The license granted herein is conditioned upon the acceptance of the terms and conditions hereof to the exclusion of all other terms, and no other or additional terms shall apply, unless so provided in writing signed by the parties hereto. You expressly agree by Your use of the Software that no such other, different or additional terms or conditions shall apply, notwithstanding any statements to the contrary included in any purchase order, confirmation, or similar form, and regardless of whether we accept payments referenced therein which shall not constitute acceptance of additional terms and conditions.

13.6 <u>No Implied License</u>. There are no implied licenses or other implied rights granted under this Agreement, and all rights, save for those expressly granted hereunder, shall remain with Us and our licensors. In addition, no licenses or immunities are granted to the combination of the Software and/or Modifications, as applicable, with any other software or hardware not delivered by Us or Our resellers to You under this Agreement. Your rights under this Agreement apply only to Software, Modifications, and/or Applications for which all Designated Users are duly licensed hereunder.

13.7 <u>Legal Effect</u>. If any provision in this Agreement shall be determined to be invalid, such provision shall be deemed omitted; the remainder of this Agreement shall continue in full force and effect. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this Agreement shall remain in effect. The failure of either party to enforce any provision of this Agreement may not be deemed a waiver of that or any other provision of this Agreement.

13.8 <u>Applicable Law</u>. This Agreement, and all claims or causes of action that may be based upon, arise out of, or relate to this Agreement and/or the Software shall be governed by the law of the State of Texas, United States (notwithstanding conflicts of laws provisions), and all parties irrevocably submit to the jurisdiction of the state or federal courts of the State of Texas and further agree to commence any litigation which may arise hereunder or related hereto and/or to the Software in the state or federal courts located in the judicial district of Travis County, Texas, US.

13.9 <u>Commercial Computer Software</u>. If the Software or any related documentation is licensed to the U.S. Government or any agency thereof, it will be considered to be "commercial computer software" or "commercial computer software documentation," as those terms are used in 48 CFR § 12.212 or 48 CFR § 227.7202, and is being licensed with only those rights as are granted to all other licensees as set forth in this Agreement.

13.10 <u>Definition of Sencha Bundled Packages</u>.
(i) Sencha Ext JS Bundles:

- a.Sencha Ext JS Pro includes Sencha Ext JS (which includes Sencha Tree Grid and Sencha Charts), Sencha Stencils, Sencha Visual Studio Code Plugin, Sencha ExtGen, Sencha ExtBuild,

Sencha Cmd, Sencha Architect, Sencha JetBrains Plugin, Sencha Eclipse Plugin, Sencha Visual Studio Plugin, and Sencha Themer.

- b.Sencha Ext JS Enterprise includes all the Sencha Ext JS Pro Software and Sencha Pivot Grid, Sencha Inspector, Sencha Calendar Component, Sencha Exporter, Sencha D3 Adapter, ExtAngular Pro,, ExtReact Pro, Sencha ExtWebComponents Pro, and Sencha Test. Sencha Ext JS Enterprise also includes the Froala WYSIWYG HTML Editor pursuant to the terms of Section 2.4 above.

(ii) Sencha GXT Bundle:

- Sencha GXT Premium includes Sencha GXT (which includes GXT Charts and GXT Theme Builder), Sencha Ext JS (which includes Sencha Tree Grid and Sencha Charts), Sencha Stencils, Sencha Visual Studio Code Plugin, Sencha ExtGen, Sencha ExtBuild, Sencha Cmd, and Sencha Themer.

(iii) Sencha ExtReact Bundle:

- Sencha ExtReact Pro includes Sencha ExtReact, Sencha Cmd, Sencha Themer, Sencha Tree Grid, Sencha Pivot Grid, Sencha Calendar Component, Sencha Exporter, and Sencha D3 Adapter.

(iv) Sencha ExtAngular Bundles:

- Sencha ExtAngular Pro includes Sencha ExtAngular, and Sencha Cmd, Sencha Themer, Sencha Tree Grid, Sencha Pivot Grid, Sencha Calendar Component, Sencha Exporter, and Sencha D3 Adapter.

(v) Sencha ExtWebComponents Bundles:

- Sencha ExtWebComponents Pro includes Sencha ExtWebComponents, and Sencha Cmd, Sencha Themer, Sencha Tree Grid, Sencha Pivot Grid, Sencha Calendar Component, Sencha Exporter, and Sencha D3 Adapter.