Software License Agreement- Syncfusion's Big Data Platform

This Software License Agreement (the "Agreement") is a legal agreement between you ("You", "Your", or "Customer"), and Syncfusion, Inc., a Delaware corporation with its principal place of business located at 2501 Aerial Center Parkway, Suite 200, Morrisville, NC 27560 ("Syncfusion").

Syncfusion licenses its Big Data platform on a per-machine basis (referred to below as Retail Licenses), on a site basis, and on an enterprise basis. Your right to use any given copy of a Syncfusion software product is generally set forth in this Agreement. In the event that your copy of this software product is licensed under a site license or an enterprise license, additional terms and conditions shall also apply and will be set forth in a separate written agreement.

Carefully read all of the terms and conditions of this Agreement prior to downloading and/or installing or using 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.

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 AND/OR INSTALL OR OTHERWISE USE THE LICENSED PRODUCT. THE TERMS OF SYNCFUSION PLUS PROGRAM ARE INCORPORATED BY REFERENCE.

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].

If you are obtaining access to the software licensed under this Agreement through Your participation in the Syncfusion Plus Program, this Agreement is also subject to the terms and conditions of the Syncfusion Plus program set forth in the "Syncfusion Plus Agreement", the acceptance of which is a prerequisite to participation in the Syncfusion Plus Program and to Your access to software programs provided thereunder. The Syncfusion Plus Agreement is incorporated in its entirety herein by this reference. No rights may be granted under this Agreement until such time as Customer accepts the terms and conditions of the Syncfusion Plus Agreement. Benefits available under the Syncfusion Plus program are detailed under Appendix A of this document.

Your participation in the Syncfusion Plus program is, under all circumstances, optional. The software programs available under the Syncfusion Plus program, such as the programs offered under this Agreement, are separate from other programs licensed from Syncfusion, and Your use of other software programs under a previous Syncfusion Software License Agreement in no way obligates You to participate in the Syncfusion Plus program or to use any software program or benefit offered under the Syncfusion Plus program.

If you are obtaining access to the software licensed under this Agreement through a subscription only the terms, set forth in this Agreement apply. 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:

Software License Agreement- Syncfusion's Big Data Platform

1.   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 of any purchase order of Customer or any other instruments. By clicking the "YES" button below, Customer acknowledges that it has reviewed the terms and conditions of this Agreement and all terms incorporated by reference, and agrees to be legally bound thereby.

2.   Definitions:

2.1   **Computer System/Machine/Node** means the computer hardware equipment on which Customer has elected to install and/or execute a given copy of Licensed Program(s).

2.2   **Cluster** means any collection of Nodes or Machines.

2.3   **Development Machine** means the Machine or Machines that simultaneous run a Cluster or a Node.

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

2.5   **Licensed Assemblies** means the compile binaries of Syncfusion's software.

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

2.6   **Licensed Program(s)** means the source code version or executable version of the Syncfusion software, as well as any updates or new versions of the same that may be delivered by Syncfusion to Customer during the term of this license. Licensed Programs include the Syncfusion Big Data Platform.

2.7   **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.

2.8   **Syncfusion Plus Program** means the program operated by Syncfusion whereby Syncfusion provides certain optional software products and other benefits to Qualified Customers (as that term is defined in the Syncfusion Plus Agreement).

2.9   **Qualifying Product** means Syncfusion Essential Studio (binary or source edition) with an active subscription in place. For clarity, platform specific products such as the WPF Edition are not considered Qualifying Products. Hobbyist licenses for any platform shall be considered a Qualifying Product. Community Licenses shall be considered a Qualified Product.

2.10   **Qualified Customer** means a Customer that (i) is a licensee of a Qualifying Product, (ii) is maintaining an active subscription for a Qualifying Product, and (iii) is in good standing with regard to the payment of any and all fees that are due Syncfusion. For the avoidance of doubt Syncfusion will have full discretion of who is or who is not a Qualified Customer. In the event Syncfusion receives any information, which at Syncfusion's discretion, would determine the Customer is not a Qualified Customer the status will change immediately from Qualified Customer to non-qualified customer.

3.   **License Fee:**

3.1   The license fee ("License Fee") is the aggregate of the fees for the Licensed Program(s) selected by Customer.

3.2   The License Fee is due and payable by Customer upon receipt of Syncfusion's invoice. All payments under this Agreement shall be made in United States dollars, and if not paid within thirty (30) days of when due will be subject to interest at the rate of eighteen percent (18%) annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment was due until payment is made. In addition, Customer agrees to pay Syncfusion's cost of collecting any past-due amounts under this Agreement, including but not limited to reasonable attorneys' fees.

4.   **License Grant:**

4.1   Subject to the terms and conditions of this Agreement, Syncfusion hereby grants to Customer a single named machine limited, non-exclusive, non-transferable, non-sub-licensable and revocable license

subscription to the Licensed Product solely for the benefit of Customer. All use of the Licensed Program(s) by Customer shall be made solely in accordance with the Documentation. The initial license granted hereunder is limited to one Cluster that contains five (5) Nodes. For the avoidance of doubt each individual end-user machine will require an individual subscription license.

4.2   All licenses are subject to the following limitations:

(a) The Licensed Product shall be used only by Customer for Customer's sole and exclusive benefit, and shall not be used to provide time-sharing or other similar services.

(b) Customer shall not transfer, distribute or sublicense the Licensed Product to any third parties and Customer's license shall automatically terminate in the event of such a transfer, distribution, or sublicense.

(c) Customer shall not lease or lend the Licensed Program(s) or otherwise allow use of the Licensed Program(s) by or on behalf of any third party, nor describe the results of any benchmarking of the Licensed Program(s), whether or not obtained with Syncfusion's assistance, to any third party.

(d) Customer acknowledges and agrees that there are additional limitations on making copies of the Licensed Product. Distribution or redistribution of the Licensed Product in any form shall be a material breach of the Agreement.

(e) Customer may not use the Licensed Program(s) in such a way that results in Customer's development of software products that are directly or indirectly competitive with the Licensed Product or other Syncfusion products.

(f) The Licensed Assemblies may not be used in a framework, wrapper, or other such products that are intended to be programmatically reused by anyone.

(g) Customer acknowledges and agrees that in the event the subscription granted hereunder is not renewed then the Agreement will terminate.

(h)   Customer acknowledges and agrees that Customer is responsible for any and all security implementation in any form and on any level of the software. For the avoidance Syncfusion has no liability or responsibility for any security of data or security implementation procedure.

(i) Customer acknowledges that any breach of this Section 4.2 will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder
Syncfusion reserves all rights to the Licensed Product not specifically granted herein.

(j) Community Licenses are subject to the further restrictions set forth in this Section 4.2(f).

   4.2j.1 Community Licenses are not available to any government agency or any quasi-government agency regardless of the size of such agency or its budget.

   4.2.j.2   Community Licenses may be used by individual end-users for any legal purpose, including commercial use, subject to each limitation set forth in this Agreement. Individual end-users may not use any Licensed Product licensed under the Community License on behalf of any entity or organization unless the entity or organization would itself qualify for Community Licenses under the financial test set forth below. In order to qualify for a Community License, an entity or other organization must have gross annual revenues of less than one million United States dollars (USD $1,000,000), or equivalent in foreign currency, during each year that Customer desires to remain a licensee under a Community License. Syncfusion reserves the sole right to make a final determination as to whether Customer shall initially qualify for, and subsequently maintain, the right to hold a Community License. For the purpose of determining and maintaining eligibility for a Community License, there shall be absolutely no exceptions made when determining gross annual revenues. If an entity or organization is controlled by another entity or organization, the controlling entity or organization must also meet the gross annual revenue requirement when aggregating all such entities owned or controlled by the parent entity or organization. Community Licenses can also be used by non-profit organizations with an annual total budget of less than one million United States dollars (USD $1,000,000) or equivalent in foreign currency.

4.2.j.3　No entity or organization may hold more than one Community License (1) at any given point in time. Holding more than one (1) Community Licenses at any point in time will automatically make the entity or organization ineligible for Community Licenses from that point forward, and the entity or organization shall remain ineligible even if the number of Community Licenses should subsequently fall back under this numerical limit.

4.2.j.4　Each Community License includes one (1) Cluster and 5 Nodes per organization.

4.2.j.5　Syncfusion reserves the right to request, and Customer shall promptly provide, all reasonable cooperation to verify Customer's eligibility for obtaining and/or maintaining Community Licenses, including access to validating documentation as needed. Community Licenses are non-transferable under any and all circumstances.

4.2j.6　Customer cannot use Community Licenses to provide services on behalf of another entity or organization unless the entity or organization to which the service is provided is also eligible for Community Licenses under the terms set forth herein. Community Licenses do not require renewals as the license will continue to be valid perpetually so long as the Customer continues to be eligible for the Community License. In the event Customer is using the Community License on behalf of another entity or organization Customer must register the entity or organization with Syncfusion.

4.2j.7　If Customer becomes ineligible as set forth herein to continue as a licensee under a Community License, Customer shall immediately notify Syncfusion of such occurrence and upgrade to a commercial license.

4.2j.8　Community Licenses never include access to source code editions where available or more than one server license.

4.2j.9　The Licensed Product licensed under the Community License is provided "as is", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and non-infringement. In no event shall Syncfusion be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the Licensed Product or the use or other dealings in the Licensed Product when licensed under a Community License.

4.2j.10　The version of the Licensed Product made available as a Community License may be referred to as the Syncfusion Dashboard Platform - Community Edition, or Syncfusion may simply indicate that the Licensed Product is provided under a Community License when licensed to You under a Community License.

4.2j.11　Syncfusion reserves all rights and shall be solely able to determine the eligibility for any Customer to obtain and hold a Community License. In the event an individual or organization is found to be ineligible, such individuals or organizations shall immediately cease use of the Community License or upgrade to a commercial license.

4.2j.12　The Community License for the Syncfusion Dashboard Platform provides one Cluster and 5 Nodes per organization. In the event an organization needs more licenses than an organization must purchase either more Clusters or more Nodes.

4.2j.13　Customer acknowledges that any breach of this Section 4.2 will constitute a material breach of this Agreement and will result in an immediate termination of the license granted hereunder

4.2j.14　Syncfusion reserves all rights to the Licensed Product not specifically granted herein.

4.3　　　Further, Customer acknowledges and agrees that it must obtain licenses from Microsoft® for any and all software products reasonably required for any software developer or program to operate in a Window® environment.

4.4   No other Syncfusion product is licensed under this Agreement. Please contact Syncfusion for licensing terms for all other products.

4.5   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.

4.6   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.

4.7   Syncfusion shall have no liability whatsoever for, nor provide any indemnification to Customer under any circumstances for, any claims that may arise against Customer use in Business Analytics or any related field or methodology.

5.   **Title:** No title to or ownership in the Licensed Product is transferred to Customer. Title to and all applicable rights in patents, copyrights, trademarks and trade secrets in the Licensed Product 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 and contains trade secrets of Syncfusion and its Vendors, and 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.

6.   **Term and Termination:**

6.1   The license rights granted under this Agreement shall be for a period commencing at the later of (i) the payment of the license subscription fee or (ii) download of the Licensed Product, and continuing until such time as Customer pays the required annual subscription fee. Evaluation use shall under no circumstance exceed thirty (30) days for any Customer.

6.2   If the Licensed Product is provided to Customer under the "Syncfusion Plus" program, such a license will continue only as long as Customer remains a Qualified Customer (as that term is defined in the Syncfusion Plus Agreement) under the "Syncfusion Plus" program. The license provided hereunder shall terminate immediately at the time that Customer ceases to be a Qualified Customer or when the Customer chooses to terminate their membership in the "Syncfusion Plus" program.

6.3   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 any of the license terms and conditions set forth in this Agreement.

(a) 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.

(b) 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. Once any licenses are terminated for failure to pay license fees, all use of the Licensed Product, including other products or products licensed 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.

6.4   Customer agrees, upon expiration of the license subscription term or upon termination by reason of Customer's default or material breach, to immediately return or destroy the Licensed Program(s) and

copies thereof as directed by Syncfusion and, if requested by Syncfusion, to certify in writing as to the destruction or return of the Licensed Product and all copies thereof.

6.5 Sections 5, 7.2, 8, 9, 11 and 16 of this Agreement shall survive the expiration or termination of Customer's license and this Agreement.

7. **Warranty:**

7.1 The Licensed Products 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 Licensed Products, regardless of 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 Licensed Products.

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

8. **Patent and Copyright Indemnification:** Syncfusion provides the Licensed Products to Customer without any indemnification of any kind. Accordingly, Customer hereby assumes all risks and liabilities that may arise from Customer's use of the Licensed Products.

9. **Use of Licensed Program(s) and Limitation of Liability:**

9.1 The Licensed Program(s) are tools that are not intended to replace the professional skills and judgment of Customer and its employees, agents and consultants. Customer acknowledges and agrees that:

(a) 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 Licensed Program or any reliance thereon by Customer or users of Customer products.

(b) Customer shall also be responsible for the continued operation and maintenance of the computer equipment and the third-party software used with the Licensed Program.

(c) For these reasons, Customer agrees to be solely responsible for the design, repair and configuration of Customer's equipment, machinery, systems and/or products.

(d) 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 Licensed Program(s) or the provision of services, whether such designs are used singly or in combination with other designs or products.

(e) 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 9.1.

9.2 Without limitation of Section 9.1 above, Syncfusion assumes no liabilities whatsoever under any circumstances for any claim relating to the subject matter of this Agreement regardless of the form of action, whether in contract or tort, including claims of negligence or claims of intellectual property infringement against Syncfusion.

10. **Maintenance and Support:**

10.1 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.

10.2 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, (iii) Customer maintaining a number of subscriptions that is fewer than the number in use by Customer's personnel.

11. **Proprietary Rights:**

11.1   Information and data supplied by either party to the other party may include confidential or proprietary information. Confidential or proprietary information ("Confidential Information") means any information or data (including without limitation any formula, pattern, compilation, program, device, method, technique, or process) that is disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") pursuant to this Agreement.

(a) Confidential Information of Syncfusion includes, but is not limited to, the terms of this Agreement, the Licensed Product, the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Licensed Program(s), the Documentation, and pricing information.

(b) Confidential Information of Customer includes, but is not limited to, Customer data and Customer's financial and business information.

(c) Confidential Information shall not include information that either party can demonstrate: (i) at the time of disclosure is in the public domain or is otherwise available to the Receiving Party other than on a confidential basis; (ii) after disclosure, becomes a part of the public domain by publication or otherwise through no fault of the Receiving Party; (iii) was disclosed to the Receiving Party by a third party not under an obligation of confidentiality to the Disclosing Party; or (iv) is or has been independently developed by the Receiving Party (as evidenced by the Receiving Party's written records) without access to any Confidential Information of the Disclosing Party.

11.2   Each party agrees: (i) to hold the Disclosing Party's Confidential Information in strict confidence; and (ii) except as expressly authorized by this Agreement, not to, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party as required by law or court order; in such event, such party shall inform the other party via telephone, email, or facsimile, prior to any such required disclosure.

12. **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 exported (or re-exported from the country where it was 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 12.

13. **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).

14. **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.

15.   **Notice:** Any notice or other communication given hereunder shall be in writing. Notice shall be considered delivered and effective upon receipt when sent by U.S. Mail, postage prepaid, or certified mail, return receipt requested, addressed to the parties as set forth above. Either party, upon written notice to the other, may change any name or address to which future notice shall be sent.

16.   **General:**
16.1   Customer may not assign any of its obligations, rights or remedies hereunder and any such attempted assignment shall be null and void.
16.2   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, 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.
16.3   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.
16.4   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.
16.5   The obligations of Customer under Sections 5, 11, 12 and 13 hereof are of a special and unique character which gives them a particular value to Syncfusion and its third party vendors for which neither Syncfusion nor its third party vendors can be reasonably or adequately compensated in damages in the event Customer breaches such obligations. Therefore Syncfusion and its third party vendors shall, in addition to other remedies which may be available, each be entitled to injunctive and other equitable relief in the event of the breach or threatened breach of such obligations.
16.6   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 are 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. Each of the parties irrevocably submits to the exclusive jurisdiction of North court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum.

16.7   All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Judgment on the Arbitrator's award may be entered in any court of competent jurisdiction.

16.8   No Class Actions. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

16.9   This Agreement shall be binding on you by your clicking on the "YES" button. 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.

16.10   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

Software License Agreement- Syncfusion's Big Data Platform

Appendix A - :Big Data Platform Benefits available through the Syncfusion Plus program

License Type	Community license	Essential Studio retail/project/division	Global license
Big Data Platform	One cluster with five nodes per organization.	One cluster with five nodes per organization.	Unlimited clusters and unlimited nodes.

Appendix B

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.

A current list of such dependencies and third party licenses is given below for Your reference. Syncfusion does not make any guarantee as to the completeness of this list but will take reasonable efforts to keep it up to date.

Dependency	Application Website	Applicable Terms
Apache Hadoop		Apache License 2.0 http://www.apache.org/licenses/
Apache Pig		
Apache Hive		
Apache Sqoop	http://www.apache.org/	
Apache Spark		
Apache Tez		
Apache Oozie		
Apache Flume		
Apache HBase		
Hadoop SDK	http://hadoopsdk.codeplex.com/ Apache License 2.0 License: http://hadoopsdk.codeplex.com/license	Apache License 2.0 License: http://hadoopsdk.codeplex.com/license
Protocol Buffers	https://github.com/google/protobuf/	https://github.com/google/protobuf/blob/master/LICENSE
Java JDK1.7	http://www.oracle.com/technetwork/java/javase/downloads/jdk7-downloads-1880260.html	http://www.oracle.com/technetwork/java/javase/jdk-7-readme-429198.html http://java.com/license
Json.NET	http://james.newtonking.com/json	https://github.com/JamesNK/Newtonsoft.Json/blob/master/LICENSE.md
Apache Derby	https://db.apache.org/derby/	https://db.apache.org/derby/license.html
gGlowBox library	http://www.codeproject.com/Articles/372743/gGlowBox-Create-a-glow-effect-around-a-focused-con	http://www.codeproject.com/info/cpol10.aspx
JLine library	http://jline.sourceforge.net/	http://opensource.org/licenses/bsd-license.php
dot-net-transitions library	https://code.google.com/p/dot-net-transitions/	http://opensource.org/licenses/mit-license.php
OWIN	http://owin.org/	http://katanaproject.codeplex.com/license
Microsoft Unity Container	https://msdn.microsoft.com/en-us/library/dn170416.aspx	https://msdn.microsoft.com/en-us/library/dd203100.aspx
Log4net	http://logging.apache.org/log4net/	http://logging.apache.org/log4net/license.html

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CSVHelper	https://www.nuget.org/packages/CsvHelper/	https://raw.githubusercontent.com/JoshClose/CsvHelper/master/LICENSE.txt
SignalR	https://github.com/SignalR/SignalR	https://github.com/SignalR/SignalR/blob/master/LICENSE.md
Service installer	http://www.codeproject.com/Articles/6164/A-ServiceInstaller-Extension-That-Enables-Recovery	http://www.codeproject.com/info/TermsOfUse.aspx
WinPython and related Python code including all included packages such as NumPy, matplotlib and several others included with WinPython. Also any required runtimes such as the Visual Studio C++ runtime.	https://github.com/winpython/winpython	https://github.com/winpython/winpython/blob/master/LICENSE
Jupyter project	https://jupyter.org/	https://github.com/jupyter/jupyter-drive/blob/master/LICENSE
Azure PowerShell	https://github.com/Azure/azure-powershell/blob/dev/LICENSE.txt	https://github.com/Azure/azure-powershell/blob/dev/LICENSE.txt
7zip SDK	http://www.7-zip.org/sdk.html	http://www.7-zip.org/sdk.html
Gradle	http://gradle.org/license/	http://gradle.org/license/
Postgre SQL JDBC driver (jar file)	https://jdbc.postgresql.org/about/license.html	https://jdbc.postgresql.org/about/license.html