BoldCreate Terms of Use

Effective November 2026

PLEASE READ THIS BOLDCREATE AGREEMENT CAREFULLY.

Overview of What This Document Is

This Software License and Services Agreement (the **"Terms of Use"** or **"Agreement"**) is a legal agreement between you ("You", "Your", or "Customer") and Syncfusion, Inc., a Delaware corporation with its principal place of business located at 2501 Aerial Center Parkway, Suite 111, Morrisville, North Carolina 27560 ("Syncfusion").

By agreeing to this Agreement, You represent that You are at least eighteen (18) years old and have the authority to bind the company or entity on whose behalf You are agreeing, and "You", "Your", or "Customer" means that company or entity. If You do not have such authority, or if You do not agree with these Terms of Use, You may not use, access, or download the Licensed Product. Syncfusion reserves the right to request proof of age and authority.

What Is Syncfusion's BoldCreate

BoldCreate, previously offered as Code Studio, provides Customer the ability to use AI agents to plan, write, test, and review code in Customer's repositories based on natural language instructions. BoldCreate includes any portion of Syncfusion's BoldCreate Platform, to include the platform, Syncfusion Agents, application programming interfaces, Documentation, and any related or associated applications, desktop applications, command-line interfaces, and web-based applications (herein referred to as "BoldCreate", "the Services", or the "Licensed Product").

Your right to use BoldCreate is set forth in this Agreement.

What Is Not Included

This Agreement applies only to BoldCreate. No other Syncfusion product or service (for example, Bold BI, Bold Reports, BoldDesk, BoldSign, or Essential Studio) is licensed under or included in this Agreement, and each is governed by its own terms. Syncfusion components incorporated into BoldCreate are licensed solely as part of BoldCreate under this Agreement and may not be used separately.

Read the Terms Carefully.

Carefully read all the terms and conditions of this Agreement prior to accessing, downloading, installing, or using BoldCreate. For the purposes of this Agreement, the effective date of this Agreement shall be the date upon which You click the "YES" button below. Syncfusion may update these Terms of Use from time to time. By continuing to access or use BoldCreate after an update takes effect, You agree to be bound by the modified Terms of Use. Each version of these Terms of Use will reflect an "Effective" date. PLEASE REVIEW THIS WEBSITE ON A REGULAR BASIS TO OBTAIN TIMELY NOTICE OF REVISIONS. IF YOU CONTINUE TO USE THE LICENSED PRODUCT AFTER SUCH REVISIONS TAKE EFFECT, YOU AGREE TO BE BOUND BY THE REVISED TERMS OF USE.

IMPORTANT NOTICE: THESE TERMS OF USE CONTAIN A BINDING ARBITRATION PROVISION AND WAIVER OF JURY TRIALS AND CLASS ACTIONS GOVERNING DISPUTES ARISING FROM USE OF THE LICENSED PRODUCT AND MAINTENANCE AND SUPPORT SERVICES RELATED TO THE LICENSED PRODUCT. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN SECTION 20.10 (MANDATORY ARBITRATION, WAIVER OF CLASS ACTIONS). PLEASE READ CAREFULLY.

BY CLICKING THE "YES" BUTTON OR ACCESSING OR USING BOLDCREATE IN ANY WAY, YOU ARE ACCEPTING ALL OF THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR OTHERWISE USE BOLDCREATE. IF, AFTER READING THIS AGREEMENT, YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE CONTACT SYNCFUSION VIA EMAIL AT SALES@SYNCFUSION.COM.

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

1. The Basics

1.1 **Entire Agreement.** 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. In the event Customer believes any such conflicting provisions apply, then the only remedy is a pro-rated refund.

1.2 **Data Processing Addendum.** If You or Your organization is subject to the GDPR, UK GDPR, the CCPA, or any other Data Protection Laws, the Data Processing Addendum, available upon request ("DPA"), is incorporated into this Agreement. In the event of a conflict between the DPA and this Agreement, the DPA controls solely as to the processing of Personal Data; in all other respects, this Agreement controls.

1.3 **Purchases through a Reseller.** Customers who purchase the Licensed Product through a Reseller expressly acknowledge and agree that Syncfusion shall have the right to enforce this Agreement against Customer. As between Syncfusion and Customer, this Agreement constitutes the entire agreement and supersedes any and all other agreements in connection with Customer's use of the Licensed Product. The terms of Customer's agreement with a Reseller shall have no bearing on Customer's obligations to Syncfusion under this Agreement, and, as between Customer and Syncfusion, the terms of this Agreement shall prevail over any purported conflicting provisions that might appear in any such agreement between Customer and a Reseller.

1.4 **Transition from Code Studio.** BoldCreate is the new name of Code Studio. If Customer previously accepted the Code Studio Software License Agreement, this Agreement replaces it as of the date Customer accepts this Agreement. References to Code Studio in any Documentation, invoice, or Pricing Plan mean BoldCreate. Existing subscriptions, purchased Credits, and other entitlements will transition to BoldCreate as applicable under Customer's Pricing Plan.

2. Definitions

Term	Definition
Account Data	Information used to create, authenticate, and manage accounts and to bill Customer, including name, email address, organization, role, sign-in identifiers, IP address, and billing contact details.
Agent	Syncfusion Agents, Custom Agents, and Third-Party Plugin Agents, individually and collectively, whatever their name or role. At a User's direction or through an Automation, Agents may plan, design, write, test, and review code and check it for security issues; read and edit files; run commands; install packages; fetch web pages; push changes to branches; and open or review pull requests, including pull requests written by people. References to the Agent mean any one or more Agents.
AI Features	All features of BoldCreate that use artificial intelligence, machine learning, or LLMs, including the Agent and automatic model selection.
Automation	A run of the Agent that Customer configures to start automatically, such as on a schedule or in response to an event, without a User present.
BYOK Key	An API key or other credential for Customer's own account with an AI provider, which Customer chooses to use with BoldCreate instead of the LLMs Syncfusion supplies.
Connected Service	A third-party service that Customer connects to BoldCreate, such as a git hosting service (for example, GitHub, GitLab, or Gitea), an issue tracker or documentation tool (for example, Jira, Linear, or Notion), a messaging service (for example, Slack or Microsoft Teams), a logging or audit tool (for example, Splunk), Customer's single sign-on provider, Customer's AI provider account, or a third-party Plugin or tool server.
Credits	Any prepaid units, allowances, or balances under Customer's Pricing Plan that Customer uses to pay for usage of BoldCreate, as specified in the Pricing Plan. Credits have no cash value.
Custom Agent	Each AI agent that Customer creates to run within BoldCreate, other than a Syncfusion Agent.
Customer Data	All content that Customer or its Users submit to or create in BoldCreate, including Input, Output, prompts, conversations, source code, attached files, command output, environment secrets, environment configurations, Automation definitions and memories, and Previews (as defined in Section 4.16). Customer Data does not

Term	Definition
	include Account Data.
Data Protection Laws	All laws governing the privacy or security of Personal Data that apply to a party's processing under this Agreement, including the California Consumer Privacy Act as amended by the California Privacy Rights Act and its regulations ("CCPA"), other U.S. state privacy laws, the GDPR, the UK GDPR, and the Swiss Federal Act on Data Protection.
Documentation	The technical documentation, user guides, instructions, specifications, and other materials made available by Syncfusion relating to the Licensed Product, as updated from time to time.
Input	Prompts, instructions, repository contents, files, and other content provided by or on behalf of Customer to an AI Feature, and any content the Agent reads while performing a task.
License Fee	The recurring subscription fees payable for each subscription term, as stated in Customer's Pricing Plan.
LLM	A large language model, an artificial intelligence system trained on large amounts of data to understand and generate natural language, code, and other content. LLMs used by BoldCreate are operated by third-party providers listed on the Sub-processors page, or by a provider Customer selects through a BYOK Key.
Output	Any code, file change, commit, branch, pull request, response, or other content generated, or action taken, by an AI Feature based on or derived from Input.
Personal Data	Also referred to as "Personally Identifiable Information" or "PII", any information relating to an identified or identifiable natural person, and any information defined as "personal data", "personal information", or similar by any Data Protection Law.
Plugin	A bundle of skills, agents, rules, hooks, or tool servers (including Model Context Protocol servers) that Customer installs in BoldCreate for a User, a team, or Customer's organization, whether obtained from the BoldCreate marketplace or a third party, or created by Customer.
Pricing Plan	The subscription plan Customer selects or purchases, as described at https://boldcreate.ai/pricing, including the License Fee, usage-based fees, any Credits, trial terms, usage limits, and related billing terms, each as stated there.
Reseller	A third party authorized by Syncfusion to resell subscription licenses.
Sub-processors	Third parties, including hosting, LLM, error-reporting, analytics, and

Term	Definition
	payment providers, that Syncfusion engages to process data on Customer's behalf, as listed at https://boldcreate.ai/legal/.
Syncfusion Agent	Each AI agent supplied by Syncfusion as part of BoldCreate, whatever its name or role, including agents in Plugins that Syncfusion publishes. A Syncfusion Agent remains a Syncfusion Agent when Customer configures it with Customer's own instructions, skills, or rules.
Third-Party AI Agent	Any software, model, bot, script, or other automated mechanism not supplied by Syncfusion that accesses or uses BoldCreate from outside BoldCreate, including through the command-line interface or application programming interfaces.
Third-Party Plugin Agent	Each AI agent that runs within BoldCreate and is provided in a Plugin published by a party other than Syncfusion.
Users	Individuals employed or engaged by Customer who hold a named seat under Customer's Pricing Plan.
Workspace	A cloud environment provisioned or made available by Syncfusion in connection with Customer's use of the Licensed Product, including environments used by Agents to process Customer Data or perform tasks.

3. Licensed Product Fee, Prices, and Payment

3.1 **Invoices and Late Payment.** The License Fee is due and payable by Customer within thirty (30) days of the date of Syncfusion's invoice. All payments under this Agreement shall be made in United States dollars, and, if not paid 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. Where Customer purchases through a Reseller, the Reseller will make payment to Syncfusion.

3.2 **No Reliance on Future Features.** Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Syncfusion regarding future functionality or features.

3.3 **Recurring Payments.** Payments made to Syncfusion shall be made on a recurring basis and shall be charged in accordance with Customer's Pricing Plan.

3.4 **Cancellation and Renewal.** Customer's subscription will automatically renew at the end of each subscription term, at no less than the rate stated in Customer's Pricing Plan, unless Customer cancels automatic renewal before the end of the then-current subscription term in

accordance with the cancellation requirements in Section 13.2. Cancellation is subject to the applicable requirements and consequences of expiration or termination set forth in Section 13. Customer expressly agrees to recurring payments.

3.5 **Fees and Taxes.** Fees are determined in accordance with Customer's Pricing Plan. All fees stated are non-refundable, except as expressly stated in this Agreement, and are exclusive of all taxes, levies, or duties, which are Customer's responsibility.

3.6 **Billing Information.** Customer agrees to promptly notify Syncfusion of any changes to Customer's billing information. If Customer pays with a credit card, Customer hereby authorizes Syncfusion to charge Customer's credit card on a recurring basis for all applicable fees.

3.7 **Payment Processing.** Syncfusion may use third-party payment processing providers.

4. AI Features, the Agent, Input, and Output

4.1 **Input.** Customer retains sole responsibility for all Input and represents and warrants that Customer has the requisite rights, licenses, consents, and notices to provide such Input in connection with Customer's use of BoldCreate, including any repositories, third-party code, and Personal Data contained in Input.

4.2 **Output.** As between Customer and Syncfusion, and to the extent permitted by applicable law, Customer owns all right, title, and interest in and to Output generated from Customer's Input, excluding any Syncfusion intellectual property and any third-party materials incorporated into such Output. Customer acknowledges that, due to the nature of AI Features, Output may be identical or similar to Output generated for other customers. Accordingly, Customer does not acquire exclusive rights to any Output that is independently generated for others. Nothing in this Agreement grants Customer ownership of Syncfusion intellectual property or third-party materials incorporated into Output, and Customer's use of Output remains subject to this Agreement and applicable law.

4.3 **Third-Party and Open Source Rights in Output.** Due to the nature of AI Features, Output may occasionally be subject to open source or third-party rights, including, without limitation, licenses that impose copyleft, source-disclosure, attribution, or redistribution obligations (for example, the GNU General Public License (GPL), Lesser GPL, or similar licenses). Customer is solely responsible for identifying and complying with any such obligations that apply to Output it uses, modifies, or distributes.

4.4 **No Warranty for Output.** Output may contain errors, omissions, security vulnerabilities, or inaccuracies, may not reflect current library versions or Customer's current code, and may be subject to third-party rights. Notwithstanding any other provision of this Agreement, Syncfusion does not make any representation or warranty as to the fitness, accuracy, completeness, reliability, security, or non-infringement of Output, or as to the rights, title, or interest in or to Output. Customer is responsible for evaluating Output, and bears all risks associated with its use, including any reliance on its accuracy, completeness, or usefulness.

4.5 **Agent Actions.** Depending on the features used and permissions granted, Agents may access, create, modify, transmit, or delete content; execute instructions or code; interact with

systems, repositories, and Connected Services; and take other actions on Customer's behalf, including without individual review or while Users are not actively using BoldCreate. The scope, availability, and approval requirements for such actions may vary by feature, configuration, and Pricing Plan. Customer is responsible for authorizing, monitoring, and controlling Agent actions and their consequences.

BY USING THE AGENT, CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE AUTOMATIC EXECUTION OF AI-GENERATED CODE AND COMMANDS, INCLUDING SYSTEM OUTAGES, SOFTWARE DEFECTS, DATA LOSS, AND SECURITY VULNERABILITIES, WHETHER IN A WORKSPACE, ON A USER'S COMPUTER, OR IN A CONNECTED SERVICE. Customer is solely responsible for: (a) the repositories, folders, permissions, and Connected Services it makes available to the Agent; (b) the prompts, instructions, and Automations it provides; (c) the approval settings it chooses; (d) reviewing changes before merging, releasing, or deploying them; (e) maintaining version control and backups of its code and data; and (f) any Output produced, and any action taken, by the Agent within the access Customer has granted.

4.6 **Internet Access and Untrusted Content.** AI Features and Agents may access external systems, services, and content, including content not controlled by Customer or Syncfusion. Such content may contain malicious code, misleading instructions, or attempts to manipulate AI Features or Agents (including prompt injection). Syncfusion does not warrant that BoldCreate will identify or prevent all malicious or harmful content or instructions. Customer is responsible for appropriately limiting access to its data, systems, credentials, and Connected Services and for implementing safeguards appropriate to its use.

4.7 **Human Review and Testing.** Customer is solely responsible for having appropriately qualified personnel review, test, and validate Output and Agent actions before relying on, deploying, distributing, or otherwise using them, including for accuracy, security, legality, suitability, and compliance with applicable third-party and open source license obligations. Customer must appropriately test and monitor Automations and other autonomous functionality, including after material configuration changes, and promptly disable or restrict functionality that produces harmful, inaccurate, or unintended results.

4.8 **Code Review and Security Output.** Where Output includes any review, analysis, or assessment of code, configurations, security posture, vulnerabilities, or defects, Syncfusion makes no representation or warranty that the Output identifies or addresses all relevant issues. Such Output is a non-exhaustive aid only and is not a substitute for Customer's own review, testing, audit, or other independent verification.

4.9 **Restricted Uses.** AI Features are not a substitute for legal, medical, financial, security, or other professional advice. If Customer uses AI Features to build or maintain software where a failure could lead to death, personal injury, or severe physical, financial, or environmental damage, or software that makes decisions with legal or similarly significant effects on individuals, Customer is solely responsible for applying the testing, review, and safety processes, and meeting the legal requirements, that such software requires.

4.10 **AI Models and Providers.** AI Features may use models and services provided by Syncfusion or third parties, or models or services selected or supplied by Customer where supported. Syncfusion may add, modify, replace, or discontinue available models, providers,

and related functionality at any time, subject to applicable law and this Agreement. Customer is responsible for ensuring that its selection and use of available models and providers comply with its applicable legal, contractual, and security obligations. Information about currently supported models and providers may be provided in the Documentation.

4.11 **Customer-Provided AI Credentials.** Where BoldCreate permits Customer to connect its own AI providers, models, or services using a BYOK Key or other Customer-provided credentials, Customer is responsible for obtaining and maintaining the necessary rights and authorizations and for any applicable provider terms, processing, fees, and charges. Syncfusion may process and retain such credentials as reasonably necessary to provide and secure the Services, subject to this Agreement and applicable law. Syncfusion is not responsible for the acts, omissions, or charges of providers separately contracted by Customer.

4.12 **No SLA for AI Output Quality.** Any service level agreement for BoldCreate addresses platform availability only. It does not cover the accuracy, quality, or success rate of AI Features or Output, or the availability of any particular LLM.

4.13 **Beta Services.** Syncfusion may make available features of BoldCreate that it designates as beta, preview, early access, or similar ("Beta Services"). Beta Services are optional, intended for evaluation rather than production use, and may be subject to additional terms. They are provided "as is" and "as available" without any warranty, support, or commitment to make them generally available, and Syncfusion may discontinue them at any time. SYNCFUSION SHALL HAVE NO LIABILITY ARISING OUT OF OR IN CONNECTION WITH BETA SERVICES.

4.14 **AI Features Generally.** Syncfusion may incorporate additional AI features and services into BoldCreate. Customer acknowledges: (a) AI-generated content may contain errors, omissions, or inaccuracies, and Customer should verify critical information before acting on it; (b) AI Features assist, and do not replace, professional judgment, especially in critical or regulated applications; (c) Customer is solely responsible for how it uses Output and for any consequences arising from its use, and Syncfusion is not liable for decisions made based on Output, except to the extent caused by Syncfusion's breach of this Agreement; (d) Customer is responsible for ensuring its use of AI Features complies with applicable local, national, and international laws and regulations, including any requirement to disclose AI-generated contributions under law or under the policies of a repository, open source project, or platform; and (e) AI Features may not be suitable for all use cases, especially those requiring legal, medical, financial, or safety-critical decisions.

4.15 **Syncfusion Product Code in Input or Output.** Should Input or Output include Essential Studio code or code from any other Syncfusion product, Customer must have an active license for that product, and all rights and title to that product remain solely with Syncfusion. No title to or ownership in Essential Studio or any Syncfusion product is transferred to Customer, even where such code is included in Output or incorporated into Customer's products. Customer's use of Essential Studio shall be made solely in accordance with the applicable Essential Studio Software License Agreement, and all termination requirements in such agreement apply. Unless Customer is eligible for an Essential Studio Community License, a paid license will be required.

4.16 **Previews.** BoldCreate may provide temporary environments, previews, screenshots, or other functionality enabling Customer to review or test applications, code, or Output (collectively, “Previews”). Previews are intended for evaluation and testing and are not intended for production use unless Syncfusion expressly designates otherwise. Customer is responsible for all content and information made available through Previews, including Customer Data, credentials, or other sensitive information, and for managing access to Previews. Syncfusion may modify, suspend, or remove Previews at any time.

4.17 **Customer Controls.** BoldCreate may provide settings, permissions, safeguards, and other controls relating to the use of the Licensed Product, including AI Features and Agents, as described in the Documentation. The availability, functionality, and configuration of such controls may vary depending on Customer’s Pricing Plan, the applicable features, and the version of BoldCreate. Customer is solely responsible for configuring and using available controls appropriately for its intended use. Syncfusion does not warrant that any control will prevent all unauthorized, unintended, or harmful actions, changes, or charges.

4.18 **Cost Estimates.** Any pricing, usage, or cost estimates provided through BoldCreate or related materials are informational only and do not constitute a quote or limit on charges unless expressly stated otherwise in Customer’s Pricing Plan. Charges are determined by actual usage and the applicable Pricing Plan.

5. License Grant, Users, and Accounts

5.1 **License.** Subject to this Agreement, Customer's Pricing Plan, and continuous payment of the License Fee, Syncfusion grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license during the subscription term to access and use the Licensed Product, and to install the desktop application and command-line interface on computers used by its Users, solely for Customer's own software development activities, including developing, testing, maintaining, and modifying applications for Customer's internal use or for use by third parties, provided that Customer does not distribute, sublicense, provide access to, or otherwise make the Licensed Product available to third parties except as expressly permitted under this Agreement. The Licensed Product is licensed and not sold. All use shall be made in accordance with the Documentation and this Agreement. Customer receives no rights to the Licensed Product other than those specifically granted herein, and Syncfusion reserves all other rights.

5.2 **Named Users.** Customer's subscription includes the number of named User seats specified in Customer's Pricing Plan. Each individual who accesses or uses the Licensed Product must be assigned a separate named User seat. Named User seats may not be shared, used concurrently or interchangeably by multiple individuals, or operated by a Third-Party AI Agent except as expressly permitted under Section 5.3. Seats may not be resold, sublicensed, or otherwise provided to third parties except as expressly permitted under this Agreement. Each Automation runs under the account of the User who created it, and Customer is responsible for reassigning or disabling a User's Automations when that User no longer holds a seat.

5.3 **Third-Party AI Agents and Automated Access.** Customer may use Third-Party AI Agents and other automated means to operate BoldCreate only through the command-line interface, API keys (including any keys issued to Customer's organization), or other interfaces Syncfusion

provides for automated access. API keys are credentials under Section 5.5. Usage through these interfaces counts toward Customer's usage under its Pricing Plan. Customer is responsible for all actions taken through its API keys and by its Third-Party AI Agents as though they were Customer's own.

5.4 **Responsibility for Users.** Customer will ensure that its Users and anyone acting on its behalf comply with this Agreement. Customer is responsible for their acts and omissions as though they were those of Customer, and any breach by them is Customer's breach. Customer is responsible for ensuring Users are competent professionals who understand the security risks associated with transmitting data, granting the Agent access to repositories and Connected Services, and running AI-generated code.

5.5 **Accounts, Credentials, and Administration.** Any registration information Customer provides must be accurate, current, and complete, and Customer must keep it updated so that Syncfusion can send notices by email or through the account. Customer must ensure that all Users keep their user IDs, passwords, API keys, and other credentials strictly confidential. Customer must promptly notify Syncfusion of any unauthorized use it becomes aware of. Customer is responsible for all actions taken through its accounts and credentials, and for correctly configuring roles, permissions, single sign-on, user provisioning, spending limits, and other administrative controls. When an administrator removes a User, that User's usage records, conversation titles, and audit records remain in Customer's account.

5.6 **Trial Licenses.** Syncfusion may grant Customer a non-exclusive, non-transferable, non-sublicensable, limited right to use the Licensed Product free of charge, solely for purposes of evaluating whether to purchase a subscription, for internal operations during the evaluation period stated in the applicable Pricing Plan. Trial use may be subject to the usage limits stated in the applicable Pricing Plan. Trial use is provided "as is" without warranty.

5.7 **Electronic Delivery.** The Licensed Product and Documentation are delivered electronically and are deemed delivered when made available for access or download.

5.8 **Breach.** A breach of this Section 5 is a material breach of this Agreement.

6. Restrictions and Acceptable Use

6.1 **Product Restrictions.** Customer, and anyone acting on Customer's behalf, will not:

(a) distribute BoldCreate;

(b) reverse engineer, decompile, disassemble, decrypt, or attempt to derive the source code, model weights, system prompts, or underlying components of BoldCreate;

(c) copy, modify, translate, patch, or create derivative works of BoldCreate;

(d) circumvent, disable, or interfere with security-related features, usage meters, spending limits, or other billing controls;

(e) use robots, spiders, scrapers, or other automated means to access or monitor BoldCreate, other than the command-line interface, Automations, and other interfaces Syncfusion provides for that purpose;

(f) take any action that imposes, in Syncfusion's reasonable judgment, an unreasonable or disproportionately large load on Syncfusion's infrastructure;

(g) use BoldCreate to develop a Competing Product, meaning any product identical to or substantially the same as BoldCreate or any other Syncfusion product that is (or could reasonably be anticipated to be) marketed to compete with it; or

(h) use any Syncfusion trademarks or logos without Syncfusion's prior written consent.

6.2 **No AI Training or Extraction.** Customer, or anyone acting on its behalf, may not use the Licensed Product's source or binary code, its Documentation, or Output that reproduces BoldCreate's code, system prompts, or other proprietary content to train or improve any machine learning model, including artificial intelligence, natural language processing, or data mining systems, or include them in any training dataset. Customer, or anyone acting on its behalf, also may not use BoldCreate or any Output to develop, train, or improve any AI model or agent that competes with BoldCreate, or attempt to extract or replicate the models, prompts, or behavior underlying BoldCreate. This includes enabling, or failing to disable, any settings, features, or programs, whether provided by third-party platforms, cloud services, or integrated development environments, that permit such data to be collected or used for model development or enhancement. Customer must ensure that all relevant configurations, privacy settings, and opt-out mechanisms are properly set to prevent such use. Subject to the foregoing, nothing in this Section 6.2 restricts Customer from using its own Customer Data or Output for its own purposes. Any breach of this Section 6.2 is a material breach.

6.3 **Protected Health Information.** Customer should, to the greatest extent possible, avoid submitting protected health information or electronic protected health information, as defined under the Health Insurance Portability and Accountability Act and its regulations ("PHI"), to BoldCreate, whether in prompts, attached files, repositories, or any other content the Agent can access. If Customer submits PHI, Customer does so at its own risk and is solely responsible for: (a) having all rights, consents, authorizations, and agreements required to do so; (b) complying with all applicable laws; and (c) any claims, losses, or liabilities arising from that PHI. Customer should use test or synthetic data in place of production data containing PHI or other Personal Data wherever practicable.

6.4 **Secrets.** Customer is responsible for keeping passwords, API keys, private keys, tokens, and other secrets out of prompts, attached files, repository contents, and other content the Agent can read, and should store secrets only using features BoldCreate provides for that purpose. Except as the Documentation describes for those features, the Agent may read, use, display, or include in Output any secret it can access.

6.5 **Acceptable Use.** Customer, and anyone acting on its behalf, including through the Agent, Automations, or Third-Party AI Agents, will not, and will not use BoldCreate to:

(a) breach or circumvent any security or authentication measure, or access non-public areas of BoldCreate, another customer's Workspace or data, or shared areas to which Customer has not been invited;

(b) interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of BoldCreate;

(c) use a Workspace for cryptocurrency mining, denial-of-service attacks, network scanning, or any activity unrelated to Customer's software development;

(d) access any repository, system, or network that Customer is not authorized to access, or develop, test, or deploy malware or other code intended to cause harm;

(e) access, search, or create accounts by any means other than Syncfusion's publicly supported interfaces;

(f) send unsolicited communications, promotions, advertisements, or spam, including through Slack or other Connected Services;

(g) send altered, deceptive, or false source-identifying information, including by spoofing or phishing;

(h) impersonate any person, including by making it appear that code, pull requests, or messages created through BoldCreate were written or approved by another person without that person's authorization;

(i) generate or distribute content that is unlawful, defamatory, fraudulent, harassing, unlawfully pornographic, or that promotes violence, or that advocates bigotry or hatred against any person or group based on race, religion, ethnicity, sex, gender identity, sexual orientation, disability, or impairment;

(j) attempt prompt injection, jailbreaking, or other techniques intended to cause AI Features to bypass safety controls, disclose system instructions, or produce prohibited Output;

(k) violate anyone's privacy, publicity, intellectual property, or Personal Data rights; or

(l) violate any applicable law or the terms of any Connected Service.

6.6 **Enforcement.** Customer acknowledges and agrees that a breach of this Section 6 is a material breach of this Agreement. Syncfusion may suspend the affected features, Workspaces, Automations, or accounts under Section 13.4 while it investigates a suspected breach.

7. Customer Data, Privacy, and Security

7.1 **Ownership.** As between the parties, Customer owns all Customer Data. Customer permits Syncfusion and its Sub-processors to process Customer Data solely to provide the Services, as described in this Section 7.

7.2 **Data Syncfusion Keeps.** Syncfusion may collect, process, and retain Account Data, Customer Data, and other information in connection with the Licensed Product, as described in this Agreement, the Privacy Policy, and applicable Documentation. Syncfusion will retain such information in accordance with its applicable data retention practices and applicable law.

7.3 **Cloud Processing.** Customer acknowledges that Customer Data may be processed by Syncfusion and its Sub-processors. Processing of Personal Data is subject to the DPA where applicable.

7.4 **Local Processing.** Certain features of the Licensed Product may operate on Customer's or its Users' computers or other environments controlled by Customer. Depending on the

features, configurations, and services used, Customer Data may be processed locally or transmitted to Syncfusion, its Sub-processors, or applicable third-party service providers in connection with providing the Services. Customer is responsible for securing its own computers, systems, and locally stored data. Additional information regarding data processing may be provided in the Documentation and applicable privacy disclosures.

7.5 **Syncfusion's Use of Account Data.** Syncfusion processes Account Data as an independent controller under its Privacy Policy, including to authenticate Users, manage Customer's account, bill Customer, provide support, prevent fraud, and for Syncfusion's sales and marketing, and may share Account Data among Syncfusion's systems for those purposes. Customer may opt out of marketing communications as provided in Section 20.5.

7.6 **Operational Data.** Syncfusion may collect and process information reasonably necessary to provide, administer, secure, maintain, support, and bill for the Licensed Product, including information relating to account administration, authentication, service operations, security, and consumption of applicable usage allowances. Such information will be processed in accordance with this Agreement, Syncfusion's applicable Privacy Policy, and applicable law. Telemetry Data collected for product improvement purposes is separately addressed in Section 7.7.

7.7 **Telemetry Data.** The Licensed Product may collect telemetry data to help improve product performance and user experience ("Telemetry Data"). Additional information regarding Telemetry Data, including the information collected and instructions for disabling its collection, is available in the BoldCreate Telemetry Documentation. Telemetry Data collection may be disabled through the applicable settings of the Licensed Product, as described in the Documentation.

7.8 **Derived Data.** Syncfusion may generate, process, and retain information derived from Customer Data as reasonably necessary to provide, administer, secure, maintain, and support the Licensed Product, subject to this Agreement and applicable law. To the extent such information constitutes Customer Data or Personal Data, it remains subject to the applicable obligations governing that data.

7.9 **Customer Responsibilities.** Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of, and copyright permissions for, all Customer Data. Customer represents and warrants that it has provided all notices and obtained all consents and rights required by applicable law, including Data Protection Laws, for Syncfusion to process Customer Data as described in this Agreement, including Personal Data contained in source code, commit history, or attached files, and transmission of Input to LLM providers under Section 4.10.

7.10 **CCPA Service Provider Terms.** With respect to PII (as defined in Section 2, which includes "personal information" as defined in the CCPA) contained in Customer Data that is subject to the CCPA and that Syncfusion processes on Customer's behalf under this Agreement ("Customer PII"):

(a) Business purposes. Customer discloses Customer PII to Syncfusion only for the following limited and specified business purposes: (i) hosting and storing conversations, source code, attached files, and Automation definitions; (ii) running the Agent and executing code in

Workspaces, including transmitting Input to LLM providers to generate Output; (iii) performing operations in Connected Services that a User or Automation directs; (iv) providing usage reporting to Customer; (v) providing Maintenance and Support; (vi) detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and debugging to identify and repair errors; and (vii) improving the Services as permitted by the CCPA regulations, provided that Syncfusion does not use Customer PII to perform services for any other person or to train AI models (together, the "Business Purposes").

(b) No selling or sharing. Syncfusion will not sell or share (as "sell" and "share" are defined in the CCPA) Customer PII.

(c) Purpose limitation. Syncfusion will not retain, use, or disclose Customer PII for any purpose, including any commercial purpose, other than the Business Purposes or as otherwise permitted by the CCPA and its regulations.

(d) Relationship limitation. Syncfusion will not retain, use, or disclose Customer PII outside the direct business relationship between Syncfusion and Customer, and will not combine Customer PII with PII it receives from or on behalf of another person or collects from its own interactions with consumers, except as permitted by the CCPA and its regulations.

(e) Compliance and equal protection. Syncfusion will comply with applicable obligations under the CCPA and its regulations and will provide the same level of privacy protection as the CCPA requires of businesses, including implementing reasonable security procedures and practices appropriate to the nature of the information, in accordance with California Civil Code section 1798.81.5.

(f) Customer oversight. Customer may take reasonable and appropriate steps to ensure that Syncfusion uses Customer PII consistent with Customer's CCPA obligations. Syncfusion will satisfy such steps by making available, no more than once every twelve (12) months, its most recent third-party security assessment, if available, and by responding to reasonable written security questionnaires.

(g) Notice of inability to comply. Syncfusion will notify Customer within ten (10) business days after it determines that it can no longer meet its obligations under the CCPA and its regulations.

(h) Remediation. Upon notice, Customer may take reasonable and appropriate steps to stop and remediate Syncfusion's unauthorized use of Customer PII, including requiring Syncfusion to provide documentation verifying that it no longer retains or uses the PII of consumers who have made a valid request to delete.

(i) Consumer requests. Syncfusion will provide reasonable assistance to enable Customer to respond to consumer requests to know, delete, and correct Customer PII. Customer will inform Syncfusion of any consumer request that Syncfusion must act on and provide the information necessary to do so. Syncfusion will promptly forward to Customer any consumer request it receives directly that relates to Customer PII.

(j) Sub-processors. Syncfusion will engage Sub-processors only under written contracts that impose obligations at least as protective as this Section 7.10. Syncfusion will maintain a current

list of Sub-processors at https://boldcreate.ai/legal/ and will give notice of new Sub-processors as described in the DPA.

(k) Assessments and ADMT. Syncfusion will provide information reasonably necessary for Customer to complete any risk assessment, cybersecurity audit, or automated decision-making technology obligation that applies to Customer under the CCPA regulations, to the extent the information relates to the Services.

(l) Deidentified data. If Syncfusion receives deidentified information from Customer, it will take reasonable measures to ensure the information cannot be associated with a consumer or household, will publicly commit not to reidentify it, and will contractually require any recipient to do the same.

(m) Certification. Syncfusion certifies that it understands and will comply with the restrictions in this Section 7.10.

7.11 **Security.** Syncfusion will maintain reasonable administrative, technical, and physical safeguards designed to protect Customer Data. Customer acknowledges that use of BoldCreate involves transmitting data over networks and to Connected Services that Syncfusion does not own or control, and Syncfusion is not responsible for data while it is in transit over those third-party networks or held by those Connected Services.

7.12 **Deletion of Customer Data.** Customer may manage or delete certain Customer Data through functionality made available in the Licensed Product, where applicable. Customer may also submit requests for deletion of Customer Data to Syncfusion. Syncfusion will address such requests in accordance with this Agreement, its applicable data retention and deletion practices, and applicable law. Deletion may be subject to applicable retention requirements and reasonable technical or operational limitations.

7.13 **Security Policies.** Syncfusion maintains its own information security policies and procedures. Customer's own security or InfoSec policies are not binding on Syncfusion unless expressly agreed in a signed writing. Customer is on notice of BoldCreate's Security Policy, Privacy Policy, Cookie Policy, AI Disclaimer, and Sub-processors list, available at https://boldcreate.ai/legal/. These policies are not part of this Agreement, except as expressly incorporated, and Syncfusion may revise them provided the revision does not reduce the protections in this Section 7.

8. Connected Services, Plugins, and Open Source

8.1 **Connected Services.** BoldCreate lets Customer connect Connected Services, as described in Section 2. No third-party licenses are included with this Agreement. Customer may need to obtain separate licenses or accounts, and Customer's use of each Connected Service is governed by Customer's agreement with its provider, including that provider's privacy policy.

8.2 **Access Customer Grants.** When a User connects a Connected Service, Customer authorizes BoldCreate to access it with the permissions shown to the User when connecting it, which may include reading and writing repositories and reading and posting messages. Syncfusion stores the related credentials and uses them only to perform operations that a User or Automation directs. Customer is responsible for limiting this access, for example by connecting dedicated

accounts or limiting which repositories are available, and may disconnect a Connected Service at any time.

8.3 **Plugins and Marketplace.** Plugins, including those available in the marketplace, may receive Customer Data and may run scripts or take actions in Customer's systems and Connected Services; third-party Plugins are Connected Services, and Customer is responsible for evaluating any Plugin before it is installed.

8.4 **No Responsibility for Connected Services.** Syncfusion does not endorse and is not responsible for Connected Services, including their availability, security, or processing of Customer Data once Customer directs it to them. Syncfusion may provide documentation or technical guidance to help with integration without assuming responsibility for the Connected Service. If a Connected Service provider changes or discontinues its interface or terms, Syncfusion may modify or discontinue the related integration without liability.

8.5 **Required Removal.** If Customer receives notice that a Connected Service may no longer be used, or must be removed, modified, or disabled to avoid violating applicable law, third-party rights, or Syncfusion policies, Customer will promptly do so and, if requested, confirm in writing. If Customer does not do so, Syncfusion may disable the integration or, for repeated violations, terminate under Section 13.

8.6 **Customer Responsibility.** By integrating Connected Services, Customer is solely responsible for complying with applicable privacy laws and restrictions in connection with its and its Users' use of data through those services. Customer will indemnify Syncfusion as provided in Section 11.7 for any claim arising from Customer's use of a Connected Service without proper licenses or in violation of its terms.

8.7 **Open Source.** BoldCreate may contain open source components subject to open source licenses. A list is available upon request (Appendix A). Syncfusion provides links to those licenses for convenience only. Nothing in this Agreement limits Customer's rights under, or grants rights that supersede, an applicable open source license.

9. Title, Improvements, and Feedback

9.1 **Title.** No title to or ownership in BoldCreate is transferred to Customer. Title to and all rights in patents, copyrights, trademarks, and trade secrets in BoldCreate, including Syncfusion Agents and the prompts, models, and workflows supplied by Syncfusion, remain with Syncfusion. BoldCreate, including the ideas, concepts, know-how, and technology it contains, is proprietary and confidential to Syncfusion and contains Syncfusion's trade secrets. Customer agrees to observe that proprietary, confidential, and trade secret nature. Customer is responsible for the acts and omissions of its Users, and of any Third-Party AI Agents it uses with BoldCreate, relating to this Agreement as though they were those of Customer. Any breach of the terms of this Agreement by any such User or Third-Party AI Agent will be considered Customer's breach.

9.2 **Improvements.** If Customer modifies, improves, or creates derivative works of or from BoldCreate or any part of it (collectively, "Improvements"), Syncfusion shall own all right, title, and interest, including all intellectual property rights, in such Improvements, and Customer hereby assigns any such rights to Syncfusion. No amount is payable by Syncfusion for this

assignment. For clarity, Customer Data, Output, Custom Agents, and Customer's own instructions, skills, rules, Automation definitions, and configurations created using BoldCreate, including any Customer adds to a Syncfusion Agent, are not Improvements and remain Customer's. Third-Party Plugin Agents remain the property of their publishers and, as part of Connected Services, are governed by their publishers' terms.

9.3 **Feedback.** Customer and its Users may provide feedback, including reviews, comments, and feature requests ("Feedback"). Syncfusion may use, implement, or reject Feedback without restriction or obligation. Customer irrevocably assigns to Syncfusion any right, title, and interest it may have in Feedback and waives any claims relating to it. Feedback does not include Customer Data.

9.4 **Ownership.** Customer shall retain all right, title, and interest in and to Customer Data, Output as provided in Section 4.2, and any intellectual property owned by Customer or developed by Customer independently and without use of or reference to BoldCreate. Nothing in this Agreement grants Customer any right, title, or interest in or to BoldCreate, the Licensed Product, the Documentation, or any other Syncfusion intellectual property, except the limited license expressly granted in Section 5. This includes any modifications, enhancements, Improvements, or derivative works of any of the foregoing, by whomever made, all of which shall remain the sole and exclusive property of Syncfusion, subject to the exclusions for Customer Data, Output, and Customer's own configurations stated in Section 9.2. For the avoidance of doubt, this Section 9.4 supplements, and shall not be deemed to conflict with or limit, Sections 6 (Restrictions and Acceptable Use), 9.1 (Title), and 9.2 (Improvements), which remain in full force and effect.

10. Warranty

10.1 **Limited Warranty.** DURING THE PERIOD OF FORTY-FIVE (45) DAYS COMMENCING FROM THE FIRST DATE OF PAID USE OF THE LICENSED PRODUCT ("COMMENCEMENT DATE"), SYNCFUSION WARRANTS, FOR CUSTOMER'S EXCLUSIVE BENEFIT, THAT THE LICENSED PRODUCT, IF OPERATED AS DIRECTED IN THE DOCUMENTATION, SHALL OPERATE SUBSTANTIALLY IN ACCORDANCE WITH THE FUNCTIONAL SPECIFICATIONS IN THE DOCUMENTATION. THIS WARRANTY DOES NOT APPLY TO OUTPUT, AI TASK COMPLETION RATES, OR CONNECTED SERVICES. IN THE EVENT OF A BREACH OF THIS WARRANTY, CUSTOMER'S SOLE REMEDY IS A REFUND OF AMOUNTS PAID TO SYNCFUSION FOR THE AFFECTED SUBSCRIPTION, LESS USAGE-BASED FEES INCURRED. SUCH REFUND MUST BE REQUESTED IN WRITING NO LATER THAN THE 45TH DAY FROM THE COMMENCEMENT DATE. IF CUSTOMER USES THE LICENSED PRODUCT FOR MORE THAN FORTY-FIVE (45) DAYS WITHOUT REQUESTING SUCH REFUND IN WRITING, CUSTOMER ACCEPTS THE SERVICES "AS IS."

10.2 **Disclaimer of Reliability.** SYNCFUSION DOES NOT WARRANT THAT BOLDCREATE OR ACCESS TO AND USE OF BOLDCREATE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT BOLDCREATE IS FREE FROM VIRUSES OR OTHER HARMFUL CODE. SYNCFUSION OFFERS NO WARRANTY: (I) THAT BOLDCREATE, INCLUDING ANY SAFETY FEATURES, WILL DETECT, BLOCK, OR PREVENT ALL VIRUSES, PROMPT INJECTION, OR OTHER HARMFUL OR UNWANTED CODE, CONTENT, OR INTRUSIONS; (II)

THAT THE AGENT WILL COMPLETE ANY PARTICULAR SHARE OF CUSTOMER'S TASKS; (III) THAT OUTPUT WILL BE ACCURATE, COMPLETE, LAWFUL, OR NON-INFRINGING; OR (IV) THAT BOLDCREATE WILL BE WITHOUT DISRUPTION OR OUTAGES. FROM TIME TO TIME, SYNCFUSION MAY NEED TO TAKE BOLDCREATE OFFLINE FOR MAINTENANCE AND SUPPORT.

10.3 **General Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTY IN SECTION 10.1, BOLDCREATE, AI FEATURES, OUTPUT, AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND SYNCFUSION DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

10.4 **Scope.** THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. SYNCFUSION DOES NOT DISCLAIM ANY WARRANTY THAT IT IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

11. Indemnification

11.1 **Syncfusion Copyright Indemnity.** Subject to the Limitation of Liability set forth in Section 12, Syncfusion shall indemnify Customer in any action, suit, or proceeding brought against Customer insofar as it is based on a claim that the Licensed Product delivered hereunder infringes any United States copyright.

11.2 **Scope.** Indemnity hereunder does not extend to any claims of infringement or misappropriation of any patent, trade secret, trademark, or other intellectual property rights.

11.3 **Conditions.** Indemnification hereunder shall be contingent upon Customer providing prompt notice of such claim in writing, and upon Customer granting Syncfusion full authority, information, and assistance (at Syncfusion's expense, up to the limitation of liability) for the defense of such claim.

11.4 **Payment of Awards.** Subject to the Limitation of Liability set forth in Section 12 and the terms and conditions herein, Syncfusion shall pay all damages and costs finally awarded against Customer following the final resolution of any such claim before a court of competent jurisdiction. Syncfusion shall not be responsible for any compromise made without its consent.

11.5 **Remedies.** Syncfusion may, at its option and expense, (a) replace or modify the Licensed Product so that infringement will not exist, or (b) terminate the affected subscription and refund to Customer prepaid License Fees on a pro-rata basis.

11.6 **Exclusions.** Syncfusion's indemnification hereunder shall not extend to any infringement or claim thereof which is based upon: (i) the combination of the Licensed Product with any software, service, LLM, or device not supplied by Syncfusion; (ii) any specifications, instructions, or prompts provided by Customer; (iii) modifications to the Licensed Product not performed by Syncfusion; (iv) Customer Data or Input; (v) Output; (vi) Connected Services; or (vii) Custom Agents or Third-Party Plugin Agents.

11.7 **Customer Indemnity.** Customer will indemnify Syncfusion and its affiliates, officers, directors, employees, and agents from, and defend them against, any actual or threatened

third-party claim, legal action, or administrative agency action or proceeding ("Claim"), arising from or relating to: (a) Customer's use or misuse of the Licensed Product; (b) Customer's breach of this Agreement; (c) Customer Data or Input, including any allegation that it infringes or misappropriates a third party's rights or was collected or provided in violation of law; (d) Customer's configuration of the Agent, and any Output produced or action taken by the Agent or a Third-Party AI Agent within Customer's configuration; (e) Customer's integrations, applications, or Connected Services, including any use without proper licenses or in violation of their terms; (f) Customer's violation of Export Controls under Section 15; and (g) Customer's reliance on the Licensed Product or Output, or results obtained from its use, including any designs, decisions, or actions influenced by such use, whether used singly or in combination with other products or services.

11.8 **Customer Indemnity Procedure.** Syncfusion will provide Customer with prompt written notice of a Claim and reasonable assistance with its defense at Customer's expense. Customer will have sole authority to defend or settle a Claim, provided that any settlement does not impose any obligation or admission of liability on Syncfusion without Syncfusion's prior written consent.

11.9 **Exclusive Remedy.** This Section 11 states each party's sole and exclusive liability, and the other party's exclusive remedy, for third-party claims of the kind described in it.

12. Limitation of Liability

12.1 **Customer Responsibility.** The Licensed Product, including Syncfusion Agents, is not intended to replace the professional skills and judgment of Customer and its Users. Customer alone shall be responsible for the accuracy and adequacy of information and Customer Data furnished for processing, for the configuration of the Agent, and for any use made by Customer of the Output produced or any reliance thereon by Customer or users of Customer's applications. Customer shall also be responsible for the continued operation and maintenance of its own equipment and third-party software used with the Licensed Product. Customer assumes all risks and liability for results obtained by the use of the Licensed Product, whether used singly or in combination with other products or services.

12.2 **Liability Cap.** Without limitation of Section 12.1, and to the fullest extent permitted by law, the liability of Syncfusion for any claim relating to the subject matter of this Agreement, regardless of the form of action, whether in contract or tort, including claims of negligence or claims of intellectual property infringement against Syncfusion, shall be limited to the total of all amounts Customer has paid to Syncfusion for the Licensed Product (including usage-based fees and Credits) that are finally determined by a court of competent jurisdiction or an arbitrator under Section 20.9 to have caused damages or that are related to the cause of action. The limitation of liability hereunder shall be further limited to amounts received by Syncfusion from Customer during the twelve (12) months before the date that Customer provides Syncfusion with written notice of such claim. Syncfusion is not required to spend more than the amounts received by Syncfusion from Customer during the twelve (12) months before the date that Customer provides notice of a claim, including for attorneys' fees, court costs, settlements, judgments, and reimbursement of costs.

12.3 **Exclusion of Damages.** In no event shall Syncfusion be liable for any incidental, indirect, exemplary, special, or consequential damages including, without limitation, loss of use, loss of profits, loss of data, loss of goodwill, or the cost of substitute services, even if Syncfusion has been advised of the possibility of such damages. Moreover, Syncfusion will not be subject to any additional liability for any breach of any statutory obligation that is beyond the explicit remedies noted in any such statute, and the maximum liability of Syncfusion will be subject to the limitation of liability noted in this Section.

12.4 **AI and Automated Actions.** Without limiting Section 12.2, Syncfusion shall have no liability for any loss arising from Output, or from any action taken by the Agent or a Third-Party AI Agent, that was within the instructions, permissions, approval settings, and other controls configured by Customer.

12.5 **Extent Permitted by Law.** If applicable law limits the application of any of the provisions stated herein, Syncfusion's liability will be limited to the maximum extent permissible. Nothing in this Agreement limits liability that cannot be limited under applicable law, such as liability for fraud.

12.6 **Time Limit.** No action, regardless of form, relating to the transactions under this Agreement may be brought by Customer more than one (1) year after the event giving rise to the cause of action has occurred.

12.7 **Patent Claims.** For the avoidance of doubt, Syncfusion assumes no liability whatsoever under any circumstances that may arise from a claim of patent infringement against Customer or a licensee of Customer's products.

12.8 **Open Source and Third-Party Software.** Customer acknowledges and agrees that Syncfusion disclaims and therefore accepts no liability, in any form, for any claim relating to any open source software or Connected Services, or for any data loss caused by Customer's use of any open source software or Connected Services in any manner or form.

12.9 **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person or entity not a party to this Agreement. There are no third-party beneficiaries to this Agreement, except as expressly provided in the DPA, including the Standard Contractual Clauses.

13. Term, Suspension, and Termination

13.1 **Term.** The license rights granted under this Agreement commence at the earlier of (i) payment of the subscription fee or (ii) initial access to the Licensed Product, and continue for the subscription term stated in Customer's Pricing Plan. Subscriptions renew automatically under Section 3.4 unless cancelled before the renewal date.

13.2 Cancellation by Customer. To prevent automatic renewal under Section 3.4, Customer must cancel its subscription before the applicable renewal date through its BoldCreate account settings or by providing written notice in accordance with Section 18. Cancellation of automatic renewal takes effect at the end of the then-current subscription term and does not terminate Customer's subscription or payment obligations before that date. Upon expiration of the subscription term, the applicable requirements and consequences of expiration or

termination under this Section 13, including Sections 13.7, 13.8, and 13.9, apply. Customer is responsible for timely cancellation if it does not intend to renew the Licensed Product.

13.3 **Termination for Breach.** Syncfusion may terminate this Agreement immediately if Customer commits a material breach of this Agreement, without any obligation to provide Customer an opportunity to cure. For any breach that is not material, Syncfusion may terminate this Agreement if Customer fails to cure such breach within ten (10) business days after receiving written notice specifying the breach. Notwithstanding the foregoing, any breach expressly designated as a material breach elsewhere in this Agreement shall constitute grounds for immediate termination without a cure period.

13.4 **Suspension.** Syncfusion may suspend access to all or part of the Licensed Product, including AI Features, if: (a) Customer fails to pay fees when due and does not pay them within ten (10) days after notice; (b) Syncfusion reasonably believes Customer's use poses a security risk, may cause harm to Syncfusion, other customers, or third parties, or violates Section 6 or applicable law; or (c) suspension is required by law or by a Connected Service provider. Syncfusion will give advance notice where practicable, limit the suspension to what is reasonably necessary, and restore access promptly once the cause is resolved.

13.5 **Non-Payment.** If Customer fails to pay required fees, Syncfusion will give written notice of the default. If the default is not remedied in full within ten (10) days of such notice, all licenses granted hereunder may be revoked.

13.6 **Inactive Accounts.** Trial accounts that are inactive for more than six (6) months may be scheduled for deletion after at least thirty (30) days' notice to the account owner's email address.

13.7 **Effect of Termination.** Upon termination or expiration: (a) all licenses and access rights end and all use of BoldCreate is prohibited; (b) any unused Credits or other prepaid usage allowances will be treated in accordance with Customer’s Pricing Plan, except as otherwise expressly provided in this Agreement; and (c) Customer must, within thirty (30) days, or immediately if Syncfusion terminates this Agreement for Customer’s material breach: (i) cease using and delete, disable, or revoke all keys, tokens, and other access credentials provided by Syncfusion in connection with the Licensed Product; (ii) uninstall or remove all copies of the Licensed Product and any related software or components installed or deployed by Customer, and disable any integrations, automated processes, or other functionality that continues to access the Licensed Product; and (iii) if requested by Syncfusion, certify such removal in writing.

13.8 **Customer Data Following Termination.** Customer is responsible for retaining copies of Customer Data it wishes to preserve, including retrieving or exporting such data to the extent supported by the Licensed Product. Syncfusion does not guarantee that all Customer Data can be retrieved or exported and is not obligated to provide additional retrieval or export functionality. Following termination or expiration of this Agreement, Syncfusion will delete or otherwise dispose of Customer Data in accordance with its applicable data retention and deletion practices, subject to this Agreement and applicable law. Syncfusion is not obligated to retain or provide access to Customer Data following termination or expiration, except as otherwise required by applicable law or expressly agreed in writing. Syncfusion may retain

Customer Data for legitimate purposes permitted by applicable law, including compliance with legal obligations, dispute resolution, enforcement of this Agreement, and security.

13.9 **Survival.** Sections 2, 3 (as to amounts owed), 4.2, 4.3, 4.4, 4.15, 6.2, 6.3, 7 (to the extent applicable to information retained by Syncfusion following termination or expiration), 8.6, 9, 10, 11, 12, 13.7, 13.8, 13.10, 15, 17, and 20 survive expiration or termination of this Agreement.

13.10 **No Re-Registration.** If Syncfusion terminates or suspends Customer's account for breach of this Agreement, Customer may not register a new account, whether under its own name, another name, or the name of a third party acting on its behalf, without Syncfusion's prior written consent.

14. Maintenance and Support

14.1 **Included Support.** Maintenance and Support is included during an active subscription term and is provided under Syncfusion's then-current BoldCreate Service Level Agreement at https://boldcreate.ai/legal/sla/. Termination of the subscription terminates Maintenance and Support.

14.2 **Support Requests.** Maintenance and Support is provided to Customer only. Support requests must be submitted by Customer's Users on Customer's own behalf, not by or for a third party. Customer may not use any third party to provide maintenance, support, or updates to the Licensed Product.

14.3 **Support Fair Use.** Maintenance and Support is subject to fair use limits, currently up to one hundred sixty (160) hours of work each month. Syncfusion will review support requests from any customer submitting at least ten times the average number of requests to determine whether they exceed reasonable industry-standard use. Syncfusion may limit, suspend, or terminate Maintenance and Support if Customer abuses it, including through excessive use of support resources, unreasonable demands on support personnel, or Bullying or Harassing Behavior.

14.4 **Data in Support Tickets.** Customer shall not provide actual data in support tickets, logs, or screenshots, including Customer Data, Personal Data, passwords, license keys, access tokens, or private keys. Customer shall use only dummy data, such as sample or redacted documents, to reproduce issues. If Customer submits actual data in breach of this Section, Customer does so at its own risk, and Syncfusion shall have no liability, in any form, for such data.

15. Export and Sanctions

Customer acknowledges that the Licensed Product provided hereunder may be subject to the export control laws, rules, regulations, restrictions, and national security controls of the United States and other applicable foreign agencies (the “Export Controls”). Customer agrees to abide by the Export Controls and shall not access, use, export, re-export, or otherwise transfer the Licensed Product, directly or indirectly, without first obtaining, at Customer’s own cost, all licenses and authorizations required by applicable 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. Customer hereby (i) represents and warrants that Customer is not an entity or person to which provision of the

Licensed Product or related services is prohibited by the Export Controls; and (ii) agrees that it shall not access, use, export, re-export, or otherwise transfer the Licensed Product to or for the benefit of (a) any country or region subject to a United States trade embargo or comprehensive sanctions, (b) a national or resident of any such country or region where prohibited by the Export Controls, (c) any person or entity to which provision of the Licensed Product is prohibited by the Export Controls, or (d) anyone who is engaged in activities related to the design, development, production, or use of nuclear materials, nuclear facilities, nuclear weapons, missiles, or chemical or biological weapons. Customer shall, at its expense, defend Syncfusion and its affiliates from any third-party claim or action arising out of any inaccurate representation made by Customer regarding the existence of an export license, Customer's failure to provide information to Syncfusion to obtain an export license, or any allegation made against Syncfusion due to Customer's violation or alleged violation of the Export Controls (an "Export Claim") and shall pay any judgments or settlements reached in connection with the Export Claim as well as Syncfusion's costs of responding to any such Export Claim.

16. Government Contracting

If BoldCreate is used in connection with providing goods or services to the United States government or any other government agency, Customer shall ensure that no government agency or entity acquires any rights of any nature in the Licensed Product beyond those granted to Customer in this Agreement. BoldCreate is commercial computer software and commercial computer software documentation as defined in the Federal Acquisition Regulation. Customer is solely responsible for determining whether BoldCreate is permitted under applicable government regulations.

17. 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 Customer, or if paid by Syncfusion, Customer will reimburse Syncfusion. If Customer is located in a jurisdiction which requires Customer to deduct or withhold taxes or other amounts from any amounts due to Syncfusion, Customer must notify Syncfusion in writing. In such a case, Syncfusion reserves 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 Syncfusion will not be less than the amount Syncfusion would have received without the required deduction or withholding.

18. 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 in this Agreement, or the date transmission is completed when delivered electronically by email. Either party,

upon written notice to the other, may change any name or address to which future notice shall be sent. Syncfusion may also give notice of changes to policies, prices, and these Terms of Use through the Services as otherwise permitted under this Agreement.

19. Changes Required by Law

Syncfusion may modify AI Features, data handling, or these Terms of Use as reasonably necessary to comply with new or changed laws.

20. General Clauses

Provision	Clause
20.1 Assignment	Customer may not assign any of its obligations, rights, or remedies hereunder without Syncfusion's prior written consent, and any such attempted assignment shall be null and void.
20.2 Entire Agreement and Waiver	This Agreement constitutes the complete understanding between the parties with respect to the subject matter herein. The waiver or failure of either party to exercise any right shall not be deemed a waiver of any further right. Except as provided in the Read the Terms Carefully section, this Agreement may not be waived, altered, amended, or modified except in a writing directly referencing the Agreement and signed by authorized representatives of both parties.
20.3 Independent Contractors	The parties are acting as independent contractors. Under no circumstances shall any employee of one party act on behalf of, or be deemed an employee of, the other party for any purpose.
20.4 Logos	Syncfusion may use Customer's name and logo in a list of Syncfusion's customers, but will not make any statement about the relationship between the parties without Customer's permission. Syncfusion will remove Customer's name and logo upon sixty (60) days' written notice from Customer.

Provision	Clause
20.5 Electronic Communications	Customer consents to receiving electronic communications from Syncfusion, including communications relating to the Licensed Product, Customer's account, billing, support, security, product updates, and other matters arising under this Agreement. Syncfusion may also send marketing and promotional communications in accordance with applicable law. Customer may opt out of marketing communications by following the unsubscribe instructions provided in such communications or by contacting sales@syncfusion.com. Opting out of marketing communications will not affect Syncfusion's ability to send transactional, operational, security, or other non-marketing communications relating to the Licensed Product or this Agreement.
20.6 Intended Purpose	To the extent permitted by applicable law, the parties waive any provision of law that would render any clause of this Agreement invalid or unenforceable. If a court of competent jurisdiction holds a provision invalid or unenforceable, it will be interpreted to fulfill its intended purpose to the maximum extent permitted, and the remaining provisions will continue in full force and effect.
20.7 Injunctive and Equitable Relief	Customer's obligations under Sections 6, 9, and 15 are of a special and unique character, and Syncfusion cannot be adequately compensated in damages for their breach. Syncfusion shall, in addition to other available remedies, be entitled to injunctive and other equitable relief for any breach or threatened breach of those obligations.
20.8 Force Majeure	Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, acts of government, war, terrorism, labor disputes, internet or utility failures, or outages of third-party LLM or cloud providers, except for Customer's payment obligations.
20.9 Arbitration	Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three (3), with one (1) named by each party and the third chosen by the other two (2). The place of arbitration shall be Raleigh, North Carolina, and the laws of North Carolina shall apply. Judgment on the award may be entered in any court having jurisdiction.

Provision	Clause
20.10 Mandatory Arbitration, Waiver of Class Actions	**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. The arbitration will be conducted in Customer's individual capacity only and not as a class action or other representative action, and Customer expressly waives its right to file a class action or seek relief on a class basis. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST SYNCFUSION ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that this class action waiver is void or unenforceable, or that an arbitration can proceed on a class basis, then the arbitration provisions above will be null and void in their entirety and the parties will be deemed not to have agreed to arbitrate disputes.**
20.11 Governing Law and Venue	This Agreement shall be governed by the substantive laws of the State of North Carolina without regard to conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply. Subject to Section 20.9, sole jurisdiction and venue for any dispute shall be in a federal or state court located in Wake County, North Carolina.
20.12 Bullying and Harassing Behavior	Customer may not display Bullying or Harassing Behavior when engaging with Syncfusion's employees or associates; such acts constitute a material breach of this Agreement. "Bullying or Harassing Behavior" means any written, electronic, or verbal communication, or physical act, that is insulting, hurtful, hostile, vindictive, cruel, or malicious and may cause humiliation or intimidation, including acts reasonably perceived as motivated by any actual or perceived characteristic such as race, color, religion, ancestry, national origin, gender, socioeconomic status, gender identity, physical appearance, sexual orientation, or mental, physical, developmental, or sensory disability.
20.13 Order of Precedence	In the event of a conflict between the DPA and these Terms of Use, the DPA controls solely as to the processing of Personal Data; in all other respects, these Terms of Use control.

Provision	Clause
20.14 License Compliance and Verification	Syncfusion may determine, in its sole discretion, whether Customer's use of the Licensed Product is within the scope of Customer's Pricing Plan and this Agreement. Customer will promptly provide any information Syncfusion reasonably requests for this purpose. Failure to cooperate is a material breach that is not subject to cure, and Syncfusion may immediately terminate this Agreement without further notice, in which case Customer must immediately cease all use of, and remove, the Licensed Product.

Appendix A – BoldCreate Third-Party Software

Customer acknowledges and agrees that the Licensed Product includes features that may contain third-party software. A list of all third-party software is available upon request. Syncfusion provides any 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 Product contains 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 Product are released by Syncfusion. Customer is required to obtain all third-party licenses.

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

Customer agrees that Customer will fully indemnify Syncfusion in the event a third party files any claim against Syncfusion regarding any Customer use of a third-party product in connection with BoldCreate where Customer has not obtained proper licenses.

Appendix B – Promotional Offerings

From time to time, Syncfusion may make available free, promotional, discounted, limited use, or marketing offerings related to the Licensed Product ("Promotional Offering(s)"), including but not limited to developer tools, integrations, bundled offerings, discounts for holders of other Syncfusion licenses, or items offered in connection with third-party products or platforms (for example, Visual Studio, affiliate offers, or similar programs).

No Replacement. Promotional Offerings are distinct from, and provided solely in addition to, Customer's existing licenses and for Customer's exclusive benefit. Such offerings may not be applied as a replacement for any existing licenses, or in lieu of a renewal of such licenses. Customer may not cancel licenses and replace them with Promotional Offerings. For the avoidance of doubt, Promotional Offerings do not replace, modify, extend, suspend, or substitute for any existing license for the Licensed Product. Use of a Promotional Offering does not alter the scope, duration, or terms of any existing software license.

No Effect on Payment Obligations. If Customer holds an existing commercial license or active subscription for the Licensed Product, a Promotional Offering shall not offset, credit, reduce, defer, or satisfy any applicable fees, payment obligations, or other contractual commitments. All fees and obligations under an existing subscription remain due and payable in full.

Visual Studio Subscription Benefits. For the avoidance of doubt, Promotional Offerings made available in connection with Visual Studio are subject to the terms herein.

No License Conversion or Downgrade. Use of a Promotional Offering does not convert an existing subscription into a promotional or free offering and does not permit termination, downgrade, suspension, or avoidance of payment obligations. For clarity, Promotional Offerings may not be used to circumvent renewal, upgrade, or payment obligations.

Non-Circumvention / No Pass-Through of Promotional Licenses. Customer shall not use the Promotional Offerings to circumvent, extend, transfer, or pass through the benefits of the Promotional Offerings to any third party that does not independently qualify for such promotion. Customer may not permit any third party to access or benefit from the Licensed Product, directly or indirectly. Any attempt to use the Licensed Product to enable, subsidize, or facilitate use by any third party shall be deemed an unauthorized use and a material breach of this Agreement.

Modification or Termination of Promotional Offerings. Syncfusion may modify, suspend, or discontinue any Promotional Offering at any time, with or without notice, and without liability.

Applicability of Agreement Terms. Promotional Offerings are provided solely pursuant to this Agreement and remain subject to all terms, conditions, limitations, and restrictions set forth herein.

Examples of Acceptable and Unacceptable Use. These examples are illustrative only and do not limit the enforceability of this Appendix or Syncfusion's rights under this Agreement.

Scenario	Permissible?	Explanation
Customer uses the Promotional Offerings for the Licensed Product solely for its own business operations.	Yes	Internal use by a qualifying customer for its own business operations is permitted, provided all eligibility requirements and Agreement terms are met.
Customer provides services using Promotional Offerings for the Licensed Product to an affiliated company that independently qualifies for the Promotional Offerings.	Yes	Permissible where the affiliate independently qualifies for the Promotional Offering and the use is solely for the affiliated company's benefit and does not extend promotional benefits beyond eligibility limitations.
Customer allows access to the Promotional Offerings for the Licensed Product to a third party that does not independently qualify for the Promotional Offering.	No	Prohibited as an unauthorized pass-through of promotional benefits to a third party that does not meet eligibility requirements.
Customer uses a Promotional Offering for the Licensed Product to support multiple third parties, only some of whom qualify for such promotion.	No	Use that benefits any ineligible third party constitutes circumvention of eligibility restrictions, regardless of mixed eligibility.
Customer wishes to replace an existing license with a Promotional Offering.	No	Promotional Offerings cannot be used to replace Customer's existing licenses.
Customer attempts to apply a Promotional Offering to increase the seat count of an existing license.	No	Promotional Offerings cannot be used to expand or modify the seat count associated with an existing license. Instead, the promotional licenses must be deployed as a separate and distinct license, independent from existing licenses.
Customer declines to renew a license in order to replace such license with a Promotional Offering.	No	Promotional Offerings cannot be used in lieu of renewing licenses.
Customer complies with all other terms and conditions of the Agreement while using the promotional license.	Required	All Promotional Offerings remain subject to this Agreement and do not waive, modify, or supersede any contractual terms.