

# Avalonia

## Support Terms

# Summary

These Avalonia support terms and conditions (“Support Terms”) set forth the legal framework, where under Avalonia UI (AvaloniaUI OÜ) provides support services (as herein defined) to the Customer.

## 1. DEFINITIONS

**“Effective Date”** shall be the date this agreement is signed by all parties.

**“Application Code”** shall mean a computer software program written strictly using the Avalonia framework, by or for the Customer, with a user interface, enabling the Customer or their users to accomplish a specific task and display any results of the task on the display monitor or screen.

**“Designated User”** refers to a single, distinct person for whom a support agreement has been purchased.

**“Development Team”** refers to all developers working on an application that uses Avalonia UI package(s), including developers not responsible for UI development.

**“Errors”** shall mean an error, flaw, mistake, failure or fault in packages developed by Avalonia UI that prevents it from behaving as described in the relevant documentation or as agreed between the parties.

**“Extended Support”** shall mean a continuation to the normal Support period, which allows Designated Users to receive selected Support (Business Support or Enterprise Support) for a version of Avalonia UI that is no longer generally supported by Avalonia UI.

**“Install Support”** shall mean Support that is limited to installation-related Error(s) on Development Platforms specified as supported host platforms for each Avalonia release under [docs.avaloniaui.net](https://docs.avaloniaui.net).

**“Maintenance Release”** shall mean a release or version of Avalonia containing bug fixes, error corrections and other changes targeted to maintaining and improving product stability and quality. Maintenance Releases are generally depicted as a change to the third digit of the package version number.

**“Platforms”** shall mean both Development Platforms and Deployment Platforms. Supported host and target Platforms may vary for each Avalonia release as defined under [docs.avaloniaui.net](https://docs.avaloniaui.net).

**“Enterprise Support”** shall mean an upgraded level of Support that Avalonia UI provides pursuant to these Support Terms to the Customer if the Customer has purchased Enterprise Support instead of Business Support.

**“Business Support”** shall mean the basic level of Support that Avalonia UI provides pursuant to these Support Terms to the Customer.

**“Response Time”** shall mean the period of time from when the Customer notifies Avalonia UI about an Error or Support request until Avalonia UI provides the Customer with a response that addresses (but does not necessarily resolve) the reported Error or provides the requested Support.

**“Subscription”** refers to what the Customer purchases from Avalonia UI to access the Support Services.

**“Support”** shall mean developer assistance that is provided by Avalonia UI to assist eligible Designated Users in installation, usage and functionality problem resolution for Error(s) and Error workarounds pursuant to the terms of these Support Terms.

**“Support Validity Term”** shall mean the fixed time period agreed between the Parties during which time the Customer is eligible to receive Support from Avalonia UI.

**“Major Version”** shall mean the first digit in a three-digit semantic versioning scheme (X.y.z) representing significant changes, enhancements, or adjustments in the software, often introducing potential incompatibilities with prior versions. In the context of Avalonia UI, any increment to this digit indicates a new Major Version release.

## 2. SUPPORT SERVICES

### 2.1 Support Services Provided by Avalonia UI

Subject to these Support Terms and during the Support Validity Term, Avalonia UI will, via email (support@avaloniaui.net) and private issue tracking tool, provide Designated User(s) with Support for Avalonia.

Avalonia UI will make commercially reasonable efforts to solve any Errors reported by Designated User(s). Resolution of an Error may be provided through the Designated User(s) themselves downloading a later released version of the applicable Avalonia UI package(s) or providing the Designated User with a fix, workaround or other solution Avalonia UI deems reasonable.

### 2.2 Subscribers Obligations

To report an Error, the Designated User shall register the Error on a web-based private issue tracking tool provided by Avalonia UI or at another location designated by Avalonia UI.

The Designated User must provide adequate information and documentation to Avalonia UI to enable it to recreate the Error or problem for which the Designated User has sought assistance.

To ensure efficient handling of Errors, the Designated User must provide the following information, where relevant:

- A clear, detailed description of the problem, question or suggestion.
- Identification of which Avalonia UI package and version is affected.
- Identification of the operating environment (e.g. operating system, runtime, hardware platform, etc.) on which the problem exists.
- A complete and compilable test case of not more than 500 lines of code that demonstrates the problem. Failure to provide a test case will relieve Avalonia UI from performing Support Services.
- Additional relevant content, such as screenshots, etc.

Additional content should be included as attachments. The preferred image formats are JPEG and PNG. Compressed content should be included in zip or tar.gz archives. Executable content and documents in platform-specific formats such as Microsoft Office® are not accepted.

For Avalonia UI to provide prompt handling of Errors, the Designated User shall promptly respond to any requests from Avalonia UI for additional information.

## 2.3 Support Limitations

### General limitations:

Support will be aligned with the major version available at the time of the purchase. Specifically, if a Development Team secures support during the tenure of version 11. x.x, they will receive support for that version and any subsequent major releases, but not for preceding versions such as 10. x.x. For clarity, if Avalonia UI releases version 12.0.0 while a customer's support agreement is in effect, that customer may seek support for both versions 11. x.x and 12. x.x. Upon the agreement's renewal, however, support will be limited to the latest major version, in this instance 12. x.x. Should a customer wish to maintain support for earlier major versions post-renewal, they would need to opt for Extended Support.

Avalonia UI shall only provide Support for Designated User(s).

Avalonia UI maintains the right to be informed of the total size of the development team employing Avalonia in their projects.

Mixing Support tiers is not permitted.

Support is not provided for preview releases, beta releases or release candidates.

Avalonia UI shall have no obligation to provide Support for hardware or operating system-specific problems or problems arising from improper use, accident, neglect or modification of Avalonia UI.

#### **Limitations with Install Support:**

Support is limited to Error(s) regarding the installation and setting up of the Avalonia development environment on host Platforms.

#### **Limitations with Business Support:**

Avalonia UI shall not provide Support for third-party software or problems caused by third-party software even if such third-party software is distributed together with Avalonia UI package(s).

Avalonia UI retains the discretion to modify the response times specified in Section 3 if a high volume of requests is received in a short time frame.

Avalonia UI shall only provide Support for Error(s) that are reported on and can be reproduced on supported Platforms.

The Business support agreement offers unlimited tickets, subject to a fair use policy. If a single designated user's ticket submissions exceed 20% of the annual average of other Business users, Avalonia UI may temporarily suspend support for that user. Prior to suspension, the designated user will be notified of their unusual or high usage. During any suspension period, Avalonia UI is not obliged to refund any payments and such suspension shall not constitute a breach of the agreement.

## Limitations with Enterprise support:

Avalonia UI shall not provide Support for third-party software or problems caused by third-party software. However, if such third-party software is distributed together with Avalonia, Avalonia UI will make commercially reasonable efforts to solve such problems.

Avalonia UI shall only provide Support for Error(s) that can be reproduced on supported Platforms. If the Error is on a Platform that is not supported, Avalonia UI will make commercially reasonable efforts to provide a solution on the closest corresponding supported Platform.

The Enterprise support agreement offers unlimited tickets, subject to a fair use policy. If a single designated user's ticket submissions exceed 20% of the annual average of other Enterprise users, Avalonia UI may temporarily suspend support for that user. Prior to suspension, the designated user will be notified of their atypical or high usage. During any suspension period, Avalonia UI is not obliged to refund any payments and such suspension shall not constitute a breach of the agreement.

## 2.4 Extended Support

Extended Support extends the Support Validity Term for a release of Avalonia that is no longer generally supported.

Extended Support is mandatory for users developing with older versions of Avalonia no longer supported. It is acquired through an annual fee for each Designated User and necessitates specifying (i) the Avalonia version(s) and (ii) the used Platform(s) being employed.

### 3. RESPONSE TIME

In performing Support, Avalonia UI shall commit to the following non-binding, Response Times:

**Business Support:** Errors and Support requests will have a Response Time not to exceed five (5) business days.

**Enterprise Support:** Errors and Support requests will have a Response Time not to exceed one (1) business day.

For complex issues, Avalonia UI may provide an initial response to the Designated User and then follow up, without undue delay, with additional communication before an Error is properly addressed or Support is provided.

The customer acknowledges and understands that no software is perfect or error-free and that, despite Avalonia UI's commercially reasonable efforts, Avalonia UI may be unable to provide answers to or resolve some or all requests for Services. Avalonia UI makes no promises, guarantees, or assurances of any kind that it will be able to resolve all Customer Support requests.

### 4. ADDITIONAL SERVICES IN ENTERPRISE SUPPORT

The Designated User(s) can, on request, ask Avalonia UI to access their computer remotely to resolve problems directly.

The Designated User(s) can request a one (1) hour kick-off session via video call, which shall automatically expire (regardless of whether redeemed by the Designated User) after two (2) months from the purchase of the Enterprise Support.

All Enterprise Support requests will be handled with high priority.



## 5. MAINTENANCE RELEASES, UPDATES, AND UPGRADES

The primary focus of Maintenance Releases is product quality. Therefore, each Maintenance Release typically includes the following types of changes to the previous version of Avalonia:

- Bug fixes caused by changes to previously working code.
- Fixes related to build issues on supported Platforms.
- Error corrections specific to a single Platform that are not present on other Platforms.
- Critical Error corrections such as crashes, data corruption, loss of data, race conditions; and
- Updates to documentation and licence information when deemed necessary by Avalonia UI.

The primary focus of Updates is introducing new features to Avalonia and covering new platforms. Therefore, each Update typically includes the following types of changes to the previous version of Avalonia:

- New platform support.
- New runtime support.
- New features.

## 6. WARRANTY DISCLAIMER

Avalonia UI makes no warranties that the Support provided will be successful in resolving any difficulties or problems or in diagnosing Errors reported by the Customer. Support is provided to Customers on an "as is" basis. To the maximum extent permitted by applicable law, Avalonia UI disclaims all warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose for the Support provided by Avalonia UI to the Customer.

## 7. TERM & TERMINATION

### 7.1 Term

The term of this Agreement shall be for the duration of all Services provided under this Agreement. The initial term for Services shall commence on the Effective Date of this Agreement and shall continue for a period of one (1) year unless agreed otherwise in the Purchase Order. Thereafter, the term for Services will expire automatically unless the Customer gives notice to Avalonia UI of its intention to renew before the termination of the subscription period. Any renewal of Services will start from the previous expiry to continue to receive the Services and is payable at the applicable annual rate available on the Avalonia UI website or as quoted by Avalonia UI.

### 7.2 Termination for Breach

Avalonia UI may terminate this Agreement (i) in the event Customer fails to pay an invoice when due, (ii) in the event Customer commits a material breach of this Agreement and fails to remedy that breach within thirty (30) days of receipt of written notice of material breach, or (iii) as otherwise provided in this Agreement.

The Customer may terminate this Agreement in the event Avalonia UI commits a material breach of this Agreement and fails to remedy that breach within thirty (30) days of receipt of written notice of material breach. Without prejudice to any other right or remedy of Avalonia UI, in the event either party terminates this Agreement, Customer will pay Avalonia UI for all Services provided up to the effective date of termination.

## 8. PAYMENT

### 8.1 Fees

Fees for the Services (the "Fees") are stated in Euros or United States Dollars, must be paid in Euros or United States Dollars, and are exclusive of out-of-pocket expenses.

### 8.2 Pricing and Invoicing

The customer agrees to provide Avalonia UI with accurate and complete billing information (including legal name, address, telephone number, and billing or credit information).

The customer will report to Avalonia UI all changes to this information within thirty (30) days of the change.

Avalonia UI reserves the right to suspend or cancel the performance of all or part of the Services and/or change its credit terms if payment has not been received within thirty (30) days of the invoice date.

All fees are stated and must be paid in Euros or United States dollars. If Avalonia UI has approved the Customer to be invoiced, then Avalonia UI will invoice the Customer for the total fees at the time of execution of this Agreement, and payment shall be due within thirty (30) days of the invoice date, and any additional fees shall be due within thirty (30) days of the invoice date unless otherwise agreed in writing.

This Agreement is subject to change by Avalonia UI, in Avalonia UI's sole discretion, upon any renewal of the Services by Customer. At each such time of renewal, Avalonia UI then-current Support Terms shall apply.

## 8.3 Full Payment Responsibility

The Customer is obligated to remit the full amount specified on the invoice, free from any deductions including, but not limited to, withholding taxes and other local levies. All additional expenses related to such taxes or charges shall be solely borne by the Customer. Services from Avalonia UI will not commence, nor will an invoice be deemed settled, until receipt of the complete invoiced sum.

## 9. CONFIDENTIALITY

Customer and Avalonia UI agree to maintain the confidentiality of the proprietary information received by the other party, including non-public technical and business information, for a period of two (2) years after the termination of this Agreement.

Avalonia UI pricing and product roadmap are Avalonia UI's confidential information. This section shall not apply to any publicly available or independently developed information.

## 10. MISCELLANEOUS

### 10.1 Notices

Notices must be in English, in writing, and will be deemed given when delivered by hand or five (5) working days after being sent via email. (management@avaloniaui.net).

### 10.2 Assignment

Except in the case of a merger or sale of substantially all of its corporate assets, Customer shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under

this Agreement without the prior written consent of Avalonia UI, which shall not be unreasonably withheld or delayed.

### 10.3 Subcontracting

Avalonia UI may subcontract Services under this Agreement to third parties or affiliates without the prior approval of Customer; provided, however, that (i) subcontractors must agree to keep any proprietary information received from Avalonia UI and the Customer confidential, and (ii) Avalonia UI remains responsible to Customer for the performance of its obligations hereunder.

The Customer recognises and consents that, in the course of delivering the Services, Avalonia UI may need to transmit Customer Information among its affiliates and/or subcontractors, which could be situated globally.

### 10.4 Force Majeure

Neither party will be liable for non-performance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control.

### 10.5 Export Responsibilities

The parties agree that, in connection with the performance of this Agreement, each party shall comply with all laws applicable to such party's respective performance under this Agreement, including without limitation all applicable anti-corruption laws, anti-money laundering laws, antitrust laws, economic sanctions laws, export control laws, data protection and data privacy laws, and modern slavery and human trafficking laws.

Export and Sanctions Laws. Customer agrees that Customer's use of the Support will comply with all applicable export control and trade sanctions laws, rules and regulations, including the regulations promulgated by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") and the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") (collectively, "Export Laws"). Customer represents and warrants that Customer is not (i) located or resident in a country or territory that is subject to comprehensive U.S. trade sanctions or other significant trade restrictions (including, without limitation, Cuba, Iran, North Korea, Syria, and the Crimea region, Donetsk People's Republic region, and Luhansk People's Republic region of Ukraine) (collectively, the "Sanctioned Countries"); or (ii) identified on any U.S. government restricted party lists (including without limitation the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions Identifications List, administered by OFAC, and the Denied Party List, Entity List and Unverified List, administered by BIS) (collectively, the "Restricted Party Lists"). Customer further certifies that Customer will not, directly or indirectly, export, re-export, transfer or otherwise use the Support in violation of the Export Laws, or with any purpose prohibited by the same Export Laws, in any Sanctioned Country, to any person or entity on a Restricted Party List, or for any nuclear, chemical, missile or biological weapons-related end uses. Customer acknowledges that the Support, or any feature or part thereof, may not be available for use in all jurisdictions and that Customer is responsible for complying with applicable Export Laws wherever Customer uses the Support.

## 10.6 Severability

If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable.

If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement; provided, however, that if Sections 6 and 8 cannot be modified to be valid and enforceable, this Agreement will be deemed invalid in its entirety.

## 10.7 Dispute Resolution

If Customer is not satisfied with the Services provided by Avalonia UI, Customer agrees to give Avalonia UI a written description of the problem(s) and to make a good faith effort to amicably resolve the problem with Avalonia UI before commencing any proceeding. Avalonia UI also agrees to make a good faith effort to amicably resolve any problem with the Customer before commencing any proceeding. No claim or action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

## 10.8 Governing Law

The parties agree that this Agreement is governed by the laws of England and Wales as mutual consent to the exclusive jurisdiction and venue in the courts of London, UK, and expressly disclaim the applicability of the laws of any other state or jurisdiction to the maximum extent possible. If either party employs solicitors to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable solicitors' fees, costs, and other expenses, including the costs and fees incurred on appeal or in a bankruptcy or similar action.

## 10.9 Complete Agreement

This Agreement, including all addenda (if any) and all Orders, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to, supplement or modification of this Agreement will be binding unless in writing and signed by duly authorised representatives of both Parties. In the case of conflicts, discrepancies, errors or omissions among the Agreement, any addenda, and any Order and/or Statement of Work, the documents and amendments to them shall take

precedence and govern in the following order: (a) any Order and/or Statement of Work (with respect to that Order and/or Statement of Work only); (b) addenda (if any); and (c) this Agreement.

### 10.10 Amendment

This Agreement may not be amended, supplemented or modified except by a written instrument signed by the parties hereto, which instrument makes specific reference to this Agreement.

**CUSTOMER AGREED AND ACCEPTED:**

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SIGNATURE	NAME	DATE
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**AVALONIA AGREED AND ACCEPTED:**

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SIGNATURE	NAME	DATE
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By signing and accepting, you acknowledge that you have read and agree to the specific terms outlined in this document.