Avalonia XPF Enterprise Edition License Terms

1. Definitions

- **Software** refers to Avalonia XPF, the proprietary software product provided by Avalonia UI, including its binary form, associated documentation, media, printed materials, and any online or electronic documentation.
- **Production License Key** signifies a specific combination of letters and numbers that authorises the integration of the Software into applications created by the licensee and the distribution of the Software as part of those applications, in accordance with the terms of this Agreement.
- **Effective Date of the Agreement** is the date upon which a Production License Key is received.
- **Software Update(s)** encompasses any new versions of the Software developed by Avalonia UI to provide bug fixes, new features, enhancements, and other improvements or alterations.
- **Enterprise License** refers to the licensing of the Software that grants the licensee the right to use, develop with, and distribute applications incorporating the Software on specified platforms. These platforms include Windows, macOS, and Linux, iOS, Android and WebAssembly, subject to the terms and conditions outlined in this agreement.
- **Open-Source Component(s)** within the context of this Agreement means any software whose source code is publicly accessible for use, modification, and distribution.

2. Ownership and License

2.1. Avalonia XPF, herein referred to as the "Software," is owned by Avalonia UI, copyrighted, and protected by copyright laws and international treaty provisions. The Software is licensed, not sold. By installing or utilizing the Software, the licensee acknowledges that they will not acquire any rights to the Software other than those expressly outlined in this Agreement. All rights not explicitly granted in this Agreement are reserved by Avalonia UI.

2.2. The rights to any Open-Source Components utilized by the Software remain the property of their respective copyright owners. These components are governed by their individual licensing agreements, and nothing in this Agreement shall alter or supersede those terms.

3. Enterprise License

3.1 Application License

3.1.1. Application License Grant. Subject to the payment of the applicable license fees for "Application License" and to the terms and conditions of this Agreement, Avalonia UI hereby grants to the licensee a non-exclusive, non-transferable perpetual license to (i) use Avalonia XPF (the "Software") and accompanying documentation, including all Software Updates as outlined in Section 5, "Support and Updates" of this Agreement, for personal and commercial purposes, (ii) reproduce and distribute the Software in executable form as part of one application created using the Software or incorporating the Software in any form without additional distribution fees ("Application License").

3.1.2. The Enterprise License is granted on a per-application basis. The licensee must purchase a separate license for each distinct application they intend to develop or distribute using Avalonia XPF (the "Software"). Each Enterprise License includes the right to deploy the licensed application on Windows, macOS, Linux, iOS, Android and WebAssembly platforms.

4. License Restrictions

4.1. The licensee may NOT: a) modify, adapt, alter, translate, decompile, reverse engineer, or disassemble Avalonia XPF (the "Software"), b) remove any proprietary notices or labels on the Software; c) distribute or make available the Software on the Internet or to any individual separately from the applications created by the licensee, or create more copies of the Software than necessary for the development of the licensee's projects (excluding a single copy for backup purposes); d) rent, lease, or otherwise transfer rights to the Software.

4.2. The license provided to the licensee is specific to the licensee and cannot be transferred to any third party.

4.3. Evaluation License Restrictions. In addition to the other restrictions outlined in section 5.., holders of the Evaluation License may NOT: a) use the Software for commercial purposes; b) use the Software after the expiration of the evaluation period

5. Support and Updates

5.1. Avalonia UI will provide the licensee with a twelve (12) month subscription for support and Software Updates ("Enterprise Support"). The Enterprise Support subscription shall expire on the first anniversary of the issue date of the Production License Key.

5.2. Enterprise Support subscription includes Software Updates and assistance from Avalonia UI's engineers to resolve any issues specific to Avalonia XPF that are not found in Windows Presentation Foundation (WPF).

5.3. Renewal of the Enterprise Support subscription is subject to an additional fee to Avalonia UI.

5.4. The Software Updates may include supplemental software code or related materials (including "Early-Access Preview" type builds) that are made available to the licensee in the course of provision of the Enterprise Support. Such supplemental software code or related materials are to be considered part of Avalonia XPF and are subject to the terms and conditions of this Agreement.

5.5. With respect to any technical information that the licensee provides to Avalonia UI to enable Avalonia UI to complete the licensee's requests for Enterprise Support, the licensee agrees that such information may be used for Software support and development. Avalonia UI will not use such technical information in a form that personally identifies the licensee.

5.6. Following the first twelve months after the Effective Date of this Agreement, Avalonia UI has the right not to renew the Enterprise Support for the Software versions that reached their

end-of-life period, provided that Avalonia UI performs in full all the services in accordance with renewals previously purchased by the licensee. Notwithstanding the foregoing, the Enterprise License shall remain in effect for all versions held by the licensee.

6. Confidential Information

6.1. "Confidential Information" encompasses: (i) the technology, ideas, know-how, documentation, processes, algorithms, and trade secrets contained within Avalonia XPF (the "Software") and any Software Updates, or such information contained within or related to the applications created by the licensee; (ii) any software keys related to the Software or applications created by the licensee; and (iii) any other information related to this Agreement, whether disclosed orally or in writing or magnetic media, that is identified as Confidential, Proprietary, or with a similar legend at the time of such disclosure.

6.2. The receiving party ("Recipient") shall safeguard the disclosing party's ("Discloser") Confidential Information with the same degree of care used to protect their own proprietary information. The Recipient shall not, directly, indirectly, or inadvertently: (i) utilize Confidential Information for purposes other than those specified in this Agreement; or (ii) disclose any Confidential Information to subcontractors, agents, or other third parties without the Discloser's prior written consent, except to a limited number of employees on a need-to-know basis.

6.3. Confidential Information does not encompass information that (i) is or becomes publicly known through lawful means; (ii) was rightfully in the Recipient's possession prior to receipt from the Discloser; (iii) is disclosed to the Recipient without confidential or proprietary restriction by a third party who rightfully possesses the information; (iv) is independently developed by the Recipient without the use of the Discloser's Confidential Information; or (v) is mandated to be disclosed pursuant to the order of a court or government agency, provided that the Recipient shall promptly provide written notice of such order to the Discloser to enable the Discloser to contest such order.

6.4. The obligations of each party regarding the protection of Confidential Information shall endure beyond any expiration or termination of the Agreement.

7. Payment Terms

All license fees payable under this Agreement are non-refundable, except as specified in other sections of this Agreement, and are exclusive of any applicable taxes. In addition to other amounts payable under this Agreement, the licensee shall pay any and all federal, state, municipal, or other taxes, duties, fees, or withholdings currently or subsequently imposed on the licensee's use of Avalonia XPF (the "Software") or the payment of license fees to Avalonia UI. If Avalonia UI is required to pay any such tax, duty, fee, or charge, or to withhold any amount from monies due to Avalonia UI from the licensee pursuant to this Agreement, the licensee shall promptly reimburse Avalonia UI for any such amounts.

8. Patent and Copyright Indemnity

8.1. Avalonia UI will defend and indemnify the licensee for all costs (including reasonable solicitors' fees) arising from a claim that Avalonia XPF (the "Software") furnished and used within the scope of this Agreement infringes a U.K., U.S., Canadian, or other applicable copyright or patent provided that: (i) the licensee will notify Avalonia UI in writing within 30 (thirty) calendar days of the claim; (ii) Avalonia UI has sole control of the defense and all related settlement negotiations, and (iii) the licensee will provide Avalonia UI with the assistance, information, and authority necessary to perform the above.

8.2. Avalonia UI will have no liability for any claim of infringement based on: (i) code contained within the Software which was not created by Avalonia UI; (ii) use of a superseded or altered release of the Software, except for such alteration(s) or modification(s) which have been made by Avalonia UI or under Avalonia UI's direction, if such infringement would have been avoided by the use of a current, unaltered release of the Software that Avalonia UI provides to the licensee, or (iii) the combination, operation, or use of Software furnished under this Agreement with programmes or data not furnished by Avalonia UI, if such infringement would have been avoided by the use of the Software without such programmes or data.

8.3. In the event the Software is held or believed by Avalonia UI to infringe any third-party rights, or the licensee's use of the Software is enjoined, Avalonia UI will have the option, at its expense, to: (i) modify the Software to cause it to become non-infringing; (ii) obtain for the licensee a license to continue using the Software; (iii) substitute the Software with other Software reasonably suitable to the licensee, or (iv) if none of the foregoing remedies are commercially feasible, terminate the license for the infringing Software and refund a) the license fees paid for the Software, prorated over a one-year term from the license purchase date if any infringement occurs during the first year of Enterprise Support subscription; b) renewal fees paid for the subsequent Enterprise Support subscription renewal prorated over a one-year term from payment due date for any subsequent year.

8.4. Licensee Indemnity. The licensee is responsible and shall indemnify and hold Avalonia UI harmless for any and all losses, liability, or damages arising out of third parties' claims related to the licensee's use of the Software, which infringes any applicable laws or third parties' rights.

9. Disclaimer of Warranty

Avalonia XPF (the "Software") and any related documentation are provided on an unequivocally "as is" basis without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The entire risk arising out of the use or performance of the Software remains with the licensee.

10. Open-Source Components

10.1. Avalonia UI notifies that Avalonia XPF (the "Software") may contain third-party Open-Source Components. More information is available on the corresponding product page on Avalonia UI's official website (www.avaloniaui.net).

10.2. Avalonia UI and the Software are in full compliance with any Open-Source Components' license to grant the license rights granted herein.

10.3. The terms and conditions governing the use of such Open-Source Components are in the Open-Source Software Licenses of the copyright owner and not this Agreement.

10.4. In the event the licensee modifies the Software as permitted pursuant to clause 5.1 a), Avalonia UI disclaims any warranty related to the Open-Source Components, including warranties contained in 12.2. The licensee shall be liable for any claims of third-party rights infringement caused by modification of the Software made by the licensee in accordance with clause 5.1 a).

11. Limitation of Liability

IN NO EVENT SHALL AVALONIA UI OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER FINANCIAL LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE AVALONIA XPF (THE "SOFTWARE"), EVEN IF AVALONIA UI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Trademarks

This Agreement does not grant any rights to use the pending trademarks or trade names: "Avalonia UI" in the US, EU, and China, "Avalonia XPF", or any other trademarks, service marks, logos, or trade names belonging to Avalonia UI except as defined in Section 8, "Marketing." The licensee agrees not to use any marks belonging to Avalonia UI in or as part of the name of products based on Avalonia XPF (the "Software").

13. Termination

The licensee may terminate this Agreement at any time by destroying all copies of Avalonia XPF (the "Software"). This Agreement will terminate immediately without notice from Avalonia UI if it is discovered that the licensee fails to comply with any provision of this Agreement. Upon such termination, the licensee must destroy all copies of the Software. Section 11, "Disclaimer of Warranty," and Section 13, "Limitation of Liability," shall remain effective after the termination of this Agreement.

14. Governing Law

The parties agree that this Agreement is governed by the laws of England and mutually 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.

15. Business Forms Terms and Conditions

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