

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

24-502

SAP Number

Innovation and Technology Department

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| Department Contract Representative | <u>Jeremiah Thomas</u> |
| Telephone Number | <u>(909)388-0641</u> |
| Contractor | <u>Syncfusion, Inc.</u> |
| Contractor Representative | <u>Margaret Akinyi</u> |
| Telephone Number | <u>(919) 481-1974</u> |
| Contract Term | <u>Retroactive contract period commencing on January 28, 2024 through January 27, 2025, with the option to renew for four additional one year terms</u> |
| Original Contract Amount | <u>\$8,340</u> |
| Amendment Amount | <u>N/A</u> |
| Total Contract Amount | <u>\$8,340</u> |
| Cost Center | <u>1200104042</u> |

Briefly describe the general nature of the contract: Master Software License Agreement with Syncfusion, Inc., for the use of portable digital file conversion software, known as Essential Studio, in the total contract amount of \$8,340 for the retroactive contract period commencing on January 28, 2024 through January 27, 2025, with the option to renew for four additional one year terms or automatically renewing if no termination notice is given.

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ Bonnie Uphold
Bonnie Uphold, Supervising Deputy County Counsel

Date 5/31/2024

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by Department

▶ _____

Date _____



MASTER SOFTWARE LICENSE AGREEMENT

Agreement No. _____

This Master Software License Agreement (“**Agreement**”) is by and between Syncfusion, Inc., a Delaware corporation with its principal place of business located at 2501 Aerial Center Parkway, Suite 111, Morrisville, NC 27560 (“**Syncfusion**”), and the customer set forth below (“**Customer**”).

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| Customer name | County of San Bernardino, Innovation and Technology Department |
| Customer contact information | Jessica Nydegger Fiscal Specialist County of San Bernardino, Innovation and Technology Department 670 East Gilbert Street San Bernardino, CA 92415 Jessica.Nydegger@itd.sbcounty.gov |
| Agreement effective date | May 9, 2024 |
| Agreement type | Subscription License |
| Product name | Essential Studio Enterprise Edition |
| Agreement sub-type | Subscription type (check one block only): <input checked="" type="checkbox"/> Team subscription: Licenses for up to ten (10) developers for County of San Bernardino, Innovation and Technology Department. In accordance with this Agreement, Customer must have active licenses for each individual who has Programmatic Access. Programmatic Access means access and/or the ability to patch, bug fix, code, add a line of code, modify any code, compile, develop, or recompile anything that contains, links to (directly or indirectly), is compiled against, compiles any DLL, or otherwise calls to or relies on the Licensed Product. |
| Transferability between Customer’s developers | In the event there are changes to developers on the Team, then Customer may transfer each of their ten (10) licenses from one developer to another developer four (4) times per license per twelve-month period. The twelve-month period is calculated from the date of initial assignment. Transfers should only be made within the Syncfusion portal and can only be done during an active subscription term. However, this transfer is only allowed when the license that is being transferred is being removed from a person who is no longer Programmatically Accessing any part of any application that links to or depends on the Licensed Product. The transfers are not allowed if at Syncfusion’s sole discretion the licenses are being used as a floating license or used in a manner that would circumvent a greater amount of licenses being purchased. |



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| <p>Use of licenses for development purposes only by Customer's contractors/outsourcers is allowed (solely for the Customer's exclusive benefit)?</p> | <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> |
| <p>Agreement Term</p> | <p>1 Year (January 28, 2024 – January 27, 2025) with the option to renew for four (4) consecutive renewals at one (1) year per renewal at the rate specified in this Agreement.</p> |
| <p>Subscription License Fee for Initial Agreement Term (January 28, 2024 – January 27, 2025) *Additional taxes may apply</p> | <p>Eight Thousand, Three Hundred Forty U.S. Dollars (\$8,340.00 USD)*</p> |
| <p>Subscription License Fee per optional renewal for each remaining optional renewal term of the Agreement *Additional taxes may apply</p> | <p>January 28, 2025 - January 27, 2026 Eight Thousand, Three Hundred Forty U.S. Dollars (\$8,340.00 USD)* January 28, 2026 - January 27, 2027 Eight Thousand, Three Hundred Forty U.S. Dollars (\$8,340.00 USD)* January 28, 2027 - January 27, 2028 Eight Thousand, Three Hundred Forty U.S. Dollars (\$8,340.00 USD)* January 28, 2028 - January 27, 2029 Eight Thousand, Three Hundred Forty U.S. Dollars (\$8,340.00 USD)*</p> |
| <p>Additional terms as applicable</p> | <p>Customer acknowledges and agrees that this Agreement, and any license rights granted herein, only grants rights to the Customer. Customer acknowledges and agrees that the license subscription granted herein does not extend any right, in any form, to any parent or subsidiary company of Customer, or any third party.</p> <p>For the avoidance of doubt, only Customer may distribute anything which contains, links to (directly or indirectly), is compiled against, or otherwise calls to or relies on the Licensed Product(s). The parties acknowledge and agree that subject to the limitations in this Agreement, should Customer distribute anything with the Licensed Product incorporated, or that links to the Licensed Product, such distribution will be to Non-Programmatic End Users only. Non-Programmatic End Users shall mean those who do not have access or the ability to patch, bug fix, code, add a line of code, modify any code, compile, develop, or recompile any part of the Customer's application. Should a third party desire Programmatic Access and/or Distribution Rights to any of Customer's products containing, linking to, compiled against, or otherwise calling to or relying on the Licensed Product(s), such third party will be required to contact SynCFusion to obtain appropriate licensing.</p> |



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| | <p>Customer acknowledges and agrees that in the event Customer chooses not to renew any optional renewal, then the Subscription License and all Customer rights will terminate at the end of the then-current term. In the event of termination, Customer acknowledges and agrees that Customer will immediately return or destroy the Licensed Program(s) and copies thereof as directed by Syncfusion and, if requested by Syncfusion, certify in writing as to the destruction or return of the Licensed Product and all copies thereof. After complete removal from Customer's systems, Customer does not need to recall anything that was already distributed outside of its organization. However, Customer cannot continue to possess, distribute, lease, license, or provide maintenance to any applications that contain or depend on the Licensed Product(s).</p> <ul style="list-style-type: none">• By way of example, if there are no material breaches of this Agreement and if Customer does not renew any optional renewals, then this Agreement and all Customer license rights will terminate on January 28, 2025.• If Customer renews the first optional renewal but not the second optional renewal, then this Agreement and all Customer license rights will terminate on January 28, 2026.• If Customer renews the second optional renewal but not the third optional renewal, then this Agreement and all Customer license rights will terminate on January 28, 2027.• If Customer renews the third optional renewal but not the fourth optional renewal, then this Agreement and all Customer license rights will terminate on January 28, 2028.• If Customer renews all optional renewals, then this Agreement and all Customer license rights will terminate on January 28, 2029. <p>Additionally, Customer acknowledges and agrees that in the event Customer does not: (1) communicate a desire</p> |
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| | for termination, and (2) remove the Licensed Assemblies and the Licensed Product, then this subscription shall auto-renew at the end of each subscription period. |
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This Agreement, together with each Essential Studio Software License Agreement (“**Software License Agreement**”), contains the entire understanding between Syncfusion and Customer, and supersedes all prior written or oral communications between the parties with respect to the subject matter hereof. In the event of any conflict between the terms and conditions in this Master Software License Agreement, and any Software License Agreement, then the terms of this Master Software License Agreement will govern and control.

Customer acknowledges and agrees that this Agreement constitutes a “Subscription License” (defined as a subscription to use the latest version of Syncfusion’s software for a period specified in this Agreement), and that the grant of a Subscription License to Customer results in substantial economic savings not otherwise available to Customer if Customer had obtained a retail license under Syncfusion’s Standard Software License Agreement. Customer therefore acknowledges and agrees that Customer may not, subsequent to the execution of this Agreement, downgrade this Subscription License to some quantity of standard retail license(s).

This is a Subscription License which may provide for multiple years of use at a fixed annual subscription fee. Such licenses are non-cancellable during each active subscription term. If no renewal terms are set forth in this Agreement, Syncfusion reserves the right to negotiate such renewal terms. Customer acknowledges and agrees that it in the event Customer chooses to renew any existing Subscription Licenses obtained under this Agreement, Customer shall renew as of the renewal anniversary. Failure to renew the Subscription Licenses will result in the termination of Customer’s licensed rights. In the event that this Subscription License is terminated, it is terminated for all licenses of the Licensed Product and Customer shall not be entitled to retain any individual licenses to the Licensed Product except under a separate new agreement with Syncfusion, which such new agreement, if any, shall be entered into only in the sole discretion of Syncfusion.

The subscription license fee due under this Agreement (the “Subscription License Fee”) is a license fee that grants to Customer the additional rights set forth herein. Customer hereby acknowledges that payment of the Subscription License Fee does not qualify the Customer for reimbursement of any portion of the Subscription License Fee or any Maintenance and Support services fees previously paid, if any, under a Standard Software License Agreement or a prior master license agreement.

The parties hereby agree that this Agreement may be executed with electronic signatures and shall be valid and binding on the parties.



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By executing this Agreement below, Customer acknowledges that it has reviewed the terms and conditions of this Agreement and agrees to be legally bound thereby as of the Effective Date written on the first page above.

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| Customer | Name | Dawn M. Rowe |
| | Signature | <i>Dawn M Rowe</i> |
| | Title | Chair, Board of Supervisors |
| | Date | JUN 11 2024 |
| Syncfusion | Name | Daniel Jebaraj |
| | Signature | <i>Daniel Jebaraj</i> |
| | Title | CEO |
| | Date | 06/03/2024 |

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD LYNNA MONELL Clerk of the Board of Supervisors of the County of San Bernardino

By _____

