PrimeUI

Commercial Site License

PrimeTek Informatics Bilisim AS

This document comprises:

Part 1 — Commercial Site License Addendum

Part 2 — PrimeUI General License Terms

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PrimeUI Commercial Site License Addendum

This Commercial Site License Addendum (the "Addendum") supplements and incorporates the PrimeUI General License Terms (the "General Terms"). Capitalized terms not defined here have the meaning given in the General Terms. This Addendum applies where you license PrimeUI under the Commercial Site license. Where this Addendum conflicts with the General Terms, this Addendum prevails.

1. Grant

1.1 Subject to payment of the applicable fees, PrimeTek grants you a non-exclusive, non-transferable annual subscription license to use the Software to develop an unlimited number of Applications, for an uncapped number of Developers within the licensed scope defined in Section 2 and your Order.

1.2 The Commercial Site license includes the PrimeUI libraries, PrimeUI PRO components, PrimeBlocks, the Theme Designer, the Figma UI Kit, and the template catalog, together with the support entitlement described in Section 6.

1.3 The Theme Designer, the Figma UI Kit, and the template catalog are provided as organization-wide entitlements within the licensed scope, with no cap on the number of users. They are not licensed per Developer and do not count against any Developer number. These entitlements are granted for use in connection with your licensed development and may not be used independently of it.

2. Licensed Scope

2.1 Unless otherwise agreed in your Order, the licensed scope is the legal entity named in your Order, including its employees, contractors, and consultants, in each case working on that entity's own Applications, across all of its offices and locations worldwide.

2.2 Parent, subsidiary, and affiliated entities are not covered unless named in your Order. Where affiliated entities are to be covered, they will be named or otherwise identified in your Order.

2.3 The Commercial Site license covers your organization's own development. It does not permit use of the Software to develop Applications for third parties outside the licensed scope, and it does not grant redistribution rights that would allow third parties to develop with the Software. Those rights require an OEM license.

3. Developer Coverage

3.1 The Commercial Site license covers an uncapped number of Developers within the licensed scope. You are not required to name individual Developers, to count Developers on an ongoing basis, or to reassign licenses when Developers join or leave. There are no named seats to manage.

3.2 The Commercial Site license fee is determined by reference to the size of your development organization as described by you at the time of your Order. The fee is not metered per Developer and does not change during the License Term as a result of Developers joining or leaving.

3.3 Ordinary growth in your development organization does not affect the licensed scope or the fee. Only where the number of Developers working with the Software exceeds twice the scale described at the time of your Order is the licensed scope reconciled at renewal, based on your own description of your organization at

that time. PrimeTek does not track or measure your Developer count; reconciliation is on a good-faith, declared basis in accordance with Section 5 of the General Terms.

4. Subscription Term and Effect of Expiry

4.1 The Commercial Site license is an annual subscription and requires an active license for ongoing development with the Software.

4.2 Applications you have deployed continue to run after the License Term ends. Without an active license you may not rebuild, republish, or continue development of Applications using the Software. An active license is required to resume development, rebuilding, or republishing.

4.3 No license notice or other verification behaviour is displayed in Applications you have deployed, provided those Applications were built while a valid license was in effect. This applies after the License Term ends, so expiry of the Commercial Site license will not disable, interrupt, or display any message in Applications already deployed.

4.4 The following cease to be available when the License Term ends: access to the Theme Designer, access to the template catalog and Figma UI Kit for new downloads, and the support entitlement under Section 6. Templates and Figma UI Kit files already downloaded during an active License Term remain available to you.

5. Multi-Year Terms

5.1 Multi-year Commercial Site licenses may be offered at a discounted, locked annual rate. Multi-year terms are invoiced annually at the locked rate and are not payable as a single upfront amount, unless otherwise agreed in your Order.

6. Support

6.1 The Commercial Site license includes access to the Premium Support Portal for the duration of the License Term.

6.2 Support requests receive a priority response, with a target initial response time of one (1) business day.

6.3 The number of support requests included is as specified in your Order. A support request means one issue, including any follow-up correspondence relating to that issue.

6.4 Support covers questions and defect reports relating to the Software. It does not cover custom development, bespoke feature work, or general consulting, which may be available under a separate arrangement.

7. Renewal

7.1 Renewal pricing for the same licensed scope is guaranteed not to increase by more than five percent (5%) over your current term's pricing. This is a firm commitment.

7.2 A reconciliation of the licensed scope under Section 3.3, or the addition or removal of entities from the licensed scope, is a change of scope rather than a price increase subject to the cap in Section 7.1.

PrimeUI General License Terms

PrimeTek Informatics Bilisim AS

These General License Terms (the "General Terms") govern the licensing of PrimeUI software products by PrimeTek Informatics Bilisim AS ("PrimeTek", "we", "us"). They apply together with the license-specific terms set out in the applicable License Addendum (Community, Commercial Per-Developer, Commercial Site, or OEM). Where a License Addendum conflicts with these General Terms, the License Addendum prevails for that license type.

For self-serve purchases made through our online store, you accept these General Terms and the applicable License Addendum by completing your purchase or by installing or using the Software. For negotiated agreements, these General Terms and the applicable License Addendum apply as incorporated into the signed order or agreement between you and PrimeTek.

1. Definitions

"Software" the PrimeUI libraries and components licensed to you, including PrimeNG, PrimeVue, and PrimeReact, together with any PrimeUI PRO components, PrimeBlocks, Theme Designer, and related materials made available under your license, in the versions covered by your license term.

"Party" PrimeTek or you, as the context requires, and "Parties" means both.

"Documentation" the technical documentation, guides, and materials that PrimeTek makes available for the Software.

"License Addendum" the license-type-specific terms (Community, Commercial Per-Developer, Commercial Site, or OEM) that apply to your license, which incorporate and supplement these General Terms.

"License Key" the license credential issued to you, which identifies the license owner, the license type, and the license term. The License Key does not identify or track your individual Developers.

"Developer" an individual who writes or modifies front-end application code using the Software, whether an employee, contractor, consultant, or supplier acting on your behalf.

"Application" a software application that you develop using the Software.

"Order" the purchase, checkout, or signed agreement under which your license is granted, including any quote or order form referenced therein.

"License Term" the period during which your license is effective, as set out in your Order and the applicable License Addendum.

"Services" the online services made available by PrimeTek in connection with the Software, including the PrimeUI Store, account and license management, the support portal, and related online tools.

"Affiliate" any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means ownership of more than fifty percent (50%) of the voting rights, or the power to direct the management of that entity.

"Agreement" these General Terms, together with the applicable License Addendum and your Order.

"Merchant of Record" the third party acting as seller of record for self-serve purchases, responsible for billing, payment, and applicable transaction taxes.

2. License Grant and Ownership

2.1 Subject to these General Terms, the applicable License Addendum, and payment of the applicable fees, PrimeTek grants you a non-exclusive, non-transferable license to use the Software to develop Applications, as further defined and scoped by your License Addendum.

2.2 The Software is licensed, not sold. PrimeTek and its licensors retain all right, title, and interest in and to the Software, the Documentation, and all intellectual property rights therein. No rights are granted other than as expressly set out in these General Terms and the applicable License Addendum.

2.3 Applications you develop and deploy using the Software remain your property. Nothing in this license transfers ownership of your Applications to PrimeTek.

3. Who Requires a License

3.1 A license is required for each Developer, or for the licensed scope, as defined in the applicable License Addendum. A Developer is any individual who writes or modifies front-end application code using the Software, including contractors, consultants, and suppliers developing your Applications on your behalf.

3.2 The following do not require a developer license: back-end developers who do not work with the Software, quality assurance, DevOps, and project management personnel, and designers. Entitlements to design tools are separate from developer licenses and are set out in the applicable License Addendum.

3.3 Automated systems do not consume a license. Continuous integration pipelines, build servers, and automated tooling do not require a license. Where artificial-intelligence coding tools or automated pipelines are used to assist development, the license attaches to the human Developers who direct and are responsible for the work, not to the tools.

4. License Verification

4.1 The Software uses offline, signature-based license verification. It does not make license-server calls, does not transmit telemetry, and does not require network connectivity to verify a license. The Software operates in air-gapped and continuous-integration environments.

4.2 Verification is performed locally within the Software and may occur at runtime. It transmits no data, makes no network calls, and requires no connectivity at any point. Under the Commercial Per-Developer, Commercial Site, and OEM licenses, verification is silent: where a valid license is present, no license check, expiry message, or other verification behaviour is displayed in your deployed Applications, and the expiry or renewal status of your license will not disable, interrupt, or display any message in Applications you have deployed. The Community License Addendum sets out different terms in this respect.

4.3 The License Key is not confidential and may appear in compiled output. You may not, however, publish or distribute your License Key so as to enable others to use the Software without a valid license of their own. You are responsible for keeping your License Key secure and safeguarded against misuse.

5. Licensing Basis; No Audit

5.1 Licensing under these General Terms is on a basis of good faith and contract. PrimeTek does not audit, monitor, or track your use of the Software, the number of your Developers, or your deployment or distribution of Applications.

5.2 You agree to hold licenses appropriate to your actual use, as defined by your License Addendum, and to obtain additional or adjusted licenses where your use materially changes, reconciled in accordance with your License Addendum. PrimeTek relies on your good-faith compliance rather than on any technical enforcement or measurement.

6. Restrictions

6.1 Except as expressly permitted by these General Terms or the applicable License Addendum, you may not:

- remove, obscure, or alter any proprietary notices in the Software;
- publish or distribute your License Key, or otherwise enable third parties to use the Software without their own valid license;
- redistribute the Software as a standalone product, or in a form that allows third parties to develop with the Software, except under an OEM license;
- use the Software in violation of applicable law;
- except as permitted under Section 6.2, reverse engineer the Software or any feature of the Services, or attempt to discover any source code of the Software.

6.2 Where PrimeTek makes source code of the Software available to you (“Source Code”), it is provided for reference, debugging, and security review only. Source Code is available for the core PrimeUI libraries for versions covered by your license. It is not provided for PrimeUI Pro components or under the Community license.

6.3 You may view and search the Source Code, step through it when debugging your Applications, and review it for security and compliance purposes, in each case internally within your organization.

6.4 You may not:

- (a) distribute, publish, sublicense, or otherwise make the Source Code available to any third party, in whole or in part, including in public repositories;
- (b) use the Source Code to create, or to assist in creating, a component library, UI toolkit, or other product that competes with the Software;
- (c) compile, modify, or deploy the Source Code, or any version built from it, in place of the packages distributed by PrimeTek;
- (d) remove, disable, or circumvent the license verification in the Source Code; or
- (e) use the Source Code to train, fine-tune, or evaluate machine learning models, except AI coding tools used by your licensed Developers in the ordinary course of their work on your Applications.

6.5 The Source Code is Confidential Information of PrimeTek under Section 10. Your right to access and use the Source Code applies to the versions covered by your license and ends when your rights to use those versions end.

6.6 Any breach of the foregoing restrictions shall constitute a material breach of these General Terms.

7. Updates and Support

7.1 The scope and duration of updates, and any support entitlement, are set out in the applicable License Addendum and your Order. All versions and updates released during your update entitlement, including major, minor, and patch releases, are included within that entitlement.

7.2 PrimeTek may modify, update, add, or discontinue features of the Software over time without your prior approval or consent. PrimeTek is under no obligation to provide any specific update and may determine whether and when an update is appropriate. Subject to the update provisions of the applicable License Addendum, PrimeTek is not required to maintain backward compatibility indefinitely.

8. Warranty Disclaimer

8.1. THE SOFTWARE, SERVICES, AND DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. UNLESS EXPRESSLY STATED OTHERWISE, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2. Subject to the mandatory provisions of applicable law, PrimeTek does not warrant that the Software will operate uninterruptedly, error-free, compatibly in every environment, or in a manner fully suitable for your particular requirements. ALL RESPONSIBILITY AND RISK AS TO THE SELECTION AND USE OF THE SERVICES FOR ACHIEVING YOUR INTENDED RESULTS SHALL REST WITH YOU.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PRIMETEK SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS, ARISING OUT OF OR RELATING TO THE SOFTWARE OR THIS LICENSE. PRIMETEK'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS LICENSE SHALL NOT EXCEED: (i) the fees actually paid by you for the relevant license during the twelve (12) months preceding the event giving rise to the claim; or (ii) where no fee has been paid for the relevant license, EUR 100.

10. Confidentiality

10.1 Each Party agrees to keep confidential all non-public technical, commercial, financial, legal, operational, or strategic information belonging to the other Party, including, without limitation, software architecture, source code, object code, build outputs, license keys, documentation, product roadmaps, pricing information, customer and user information, security procedures, system logs, business plans, and all other confidential information ("Confidential Information").

10.2 Confidential Information may be used solely for the purposes of establishing, performing, using, supporting, securing, protecting, or enforcing these General Terms, the applicable License Addendum, the applicable Order, and any services related thereto. Neither Party may disclose Confidential Information to any third party without the prior written consent of the other Party, except that such information may be disclosed, strictly on a need-to-know basis and subject to confidentiality obligations no less protective than those set out in this Section, to its employees, Affiliates, professional advisers, auditors, subcontractors, or service providers, to the extent necessary for the foregoing purposes.

10.3 The following shall not constitute Confidential Information: (a) information that is publicly available as of the date of disclosure or subsequently becomes publicly available without breach by the receiving Party; (b) information lawfully in the possession of the receiving Party prior to disclosure and not subject to any obligation of confidentiality; (c) information lawfully obtained by the receiving Party from a third party not under an obligation of confidentiality; or (d) information independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as evidenced by competent written records.

10.4 Where a Party is required by law, court order, arbitral order, regulatory request, or mandatory administrative action to disclose Confidential Information, it shall, to the extent legally permissible, promptly notify the other Party in advance and shall limit the scope of disclosure to the minimum extent necessary.

10.5 Each Party shall apply technical, administrative, and organizational safeguards to protect the other Party's Confidential Information that are no less protective than those it applies to its own confidential information of a similar nature and, in any event, no less than a reasonable standard of care.

10.6 License keys, access credentials, account identifiers, test environment data, security logs, and sensitive technical information shared in support requests that are not disclosed by the user and are not required to be shared under the Agreement shall be deemed commercially sensitive information entitled to enhanced confidentiality protection.

10.7 Upon termination of the Agreement or upon the written request of the other Party, the receiving Party shall, at the disclosing Party's election, return, securely delete and destroy, or render inaccessible the Confidential Information. This obligation shall not apply to information that must be retained under applicable law, regulatory obligations, backup systems, legal dispute preservation requirements, or internal audit requirements, provided that such information remains subject to the confidentiality obligations set out herein.

10.8 The confidentiality obligations under this Section shall remain in effect throughout the term of the Agreement and for a period of five (5) years thereafter; provided that, with respect to trade secrets, such obligations shall survive for so long as such information remains protectable as a trade secret under applicable law.

11. Security and Data Protection

11.1 Data collected by PrimeTek. PrimeTek collects and processes a master account email address, which is required for account registration, license issuance, license management, and support. A display name and profile image may also be provided; these are optional and are used solely for account presentation. PrimeTek does not collect usage statistics, telemetry, or any data concerning your use of the Software. As set out in Section 4, license verification is performed entirely offline and transmits no data to PrimeTek.

11.2 Data collected by the Merchant of Record. For self-serve purchases, billing information, which may include name, company name, address, country, VAT or tax identification number, and payment details, is collected and processed by the Merchant of Record acting as the seller of record for the transaction. PrimeTek does not collect or process payment card details.

11.3 Negotiated agreements. Where a license is granted under a signed agreement, the contracting party details necessary for the conclusion and performance of that agreement, for invoicing, and for registration of the license to the customer entity are processed in accordance with that agreement. Account registration and license issuance require only a master account email address.

11.4 By accepting these General Terms, you consent to the processing of the data described in this Section for the purposes of providing, maintaining, securing, and supporting the Services, and to its transfer to and storage on PrimeTek's servers and those of its service providers, in each case in accordance with our Data Protection Policy.

11.5 In processing personal data, PrimeTek complies with applicable privacy and data protection laws. For further information, please refer to our Data Protection Policy.

12. Intellectual Property Rights

PrimeTek is and shall remain the owner of, or the lawful rights holder in, all copyrights and other intellectual property rights in and to our software, products, services, and any components, outputs, and updates thereof, as well as all of our trademarks, designs, patents, technical and non-technical documentation, and all other texts, documents, images, logos, icons, databases, and all content made available.

PrimeTek reserves all intellectual property rights not expressly granted to you.

13. Term and Termination

13.1 This license is effective for the License Term set out in your Order and the applicable License Addendum. License-type-specific effects of expiry, including what continues after a subscription term ends, are set out in the applicable License Addendum.

13.2 PrimeTek may terminate this license if you materially breach these General Terms or the applicable License Addendum and fail to cure the breach within thirty (30) days of written notice. Upon termination for breach, you must cease using the Software, subject to any surviving rights set out in the applicable License Addendum.

13.3. Notwithstanding the termination or expiration of this Agreement for any reason, the following provisions shall survive and remain in full force and effect: Section 2.2 (Ownership), Section 8 (Warranty Disclaimer), Section 9 (Limitation of Liability), Section 10 (Confidentiality), Section 11 (Security and Data Protection), Section 12 (Intellectual Property Rights), and Section 14 (Governing Law and Disputes).

14. Governing Law and Disputes

14.1. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Istanbul Arbitration Centre (ISTAC). The

arbitration shall be administered by ISTAC. The language of the arbitration shall be English. The seat of arbitration shall be Istanbul, Türkiye. This Agreement and the merits of any dispute arising hereunder shall be governed by Turkish law. The arbitral tribunal shall consist of a sole arbitrator appointed by the ISTAC Court. The Emergency Arbitrator Rules shall not apply.

14.2. Notwithstanding the foregoing arbitration provision, PrimeTek reserves the right to apply to any competent state court for interim relief, injunctive relief, preservation of evidence, or any other urgent protective measure in the event of any actual or threatened infringement of intellectual property rights, use exceeding the scope of the license, unauthorized use, breach of confidentiality obligations, unlawful disclosure or sharing of the License Key, data security breaches, or any similar circumstance giving rise to a risk of irreparable harm. Any such application shall not constitute or be deemed a waiver of this arbitration agreement.

15. General

15.1 Entire Agreement. These General Terms, together with the applicable License Addendum and your Order, constitute the entire agreement between you and PrimeTek regarding the Software and supersede all prior understandings on that subject.

15.2 Assignment. You may not assign or transfer this license except as permitted by the applicable License Addendum or with PrimeTek's prior written consent.

15.3 Severability. If any provision is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable, or severed, and the remaining provisions will remain in effect.

15.4 No Waiver. A failure to enforce any provision is not a waiver of the right to enforce it later.

15.5 Merchant of Record. Self-serve purchases may be processed through a third-party Merchant of Record acting as the seller of record for the transaction. The Merchant of Record handles billing, payment, and applicable transaction taxes. This license nonetheless governs your use of the Software.