PrimeUI

OEM License

PrimeTek Informatics Bilisim AS

This document comprises:

Part 1 — OEM License Addendum

Part 2 — PrimeUI General License Terms

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PrimeUI OEM License Addendum

This OEM License Addendum (the "Addendum") supplements and incorporates the PrimeUI General License Terms (the "General Terms"). It applies in addition to, and does not replace, the internal developer license you must hold under Section 2 (Commercial Per-Developer or Commercial Site), which remains a separate license on its own terms. Capitalized terms not defined here have the meaning given in the General Terms. This Addendum applies where you license PrimeUI under an OEM (redistribution) license. Where this Addendum conflicts with the General Terms or with your internal developer license, this Addendum prevails in respect of redistribution.

The OEM license is a negotiated agreement. The specific scope, fee, and any customized terms are set out in your Order and prevail over this Addendum where they differ.

1. Definitions

"OEM Product" your product, platform, framework, or application in which the Software is embedded and through which your customers develop their own applications, plugins, or extensions.

"Downstream Customer" a customer of yours who develops applications, plugins, or extensions using the Software as embedded in your OEM Product.

"OEM Key" the single embedded License Key that authorizes redistribution of the Software within your OEM Product.

2. Structure of the OEM License

2.1 The OEM license has two parts. First, your own Developers who build the OEM Product must be licensed under a Commercial Per-Developer or Commercial Site license in the ordinary way. Second, this OEM Addendum grants the additional right to embed and redistribute the Software so that your Downstream Customers may develop with it.

2.2 The fees for the two parts are separate and additive. The internal developer license covers your own Developers and carries the product entitlements set out in that license. The OEM add-on fee, set out in Section 6, covers the redistribution right only and confers no additional product entitlements for your own use.

2.3 The OEM Key is issued separately from the License Key covering your internal developer license. The two licenses have independent terms and may be renewed or allowed to lapse independently.

3. When an OEM License Is Required

3.1 An OEM license is required where you distribute an OEM Product through which third parties develop their own applications, plugins, or extensions using the Software, irrespective of whether they interact with the Software through an abstraction layer, wrapper, software development kit, plugin framework, or similar interface that you provide.

3.2 An OEM license is not required where you develop and deliver finished Applications to your customers and those customers only deploy, operate, or use those Applications. Delivery of finished Applications, including white-labelled or hosted delivery, is covered by your Commercial Per-Developer or Commercial Site license.

3.3 Where you deliver an Application to a customer, including its source code, and that customer's own developers or contractors modify, extend, or continue development of that Application using the Software, the customer must hold its own Commercial Per-Developer or Commercial Site license. An OEM license does not cover such development. Continued development of the Application by your own Developers on the customer's behalf remains covered by your license.

4. Grant of Redistribution Rights

4.1 Subject to payment of the applicable fees, PrimeTek grants you a non-exclusive, non-transferable annual license to embed the Software within your OEM Product and to redistribute it as embedded within your OEM Product, so that your Downstream Customers may develop applications using the embedded Software.

4.2 Redistribution is authorized by a single OEM Key embedded in your OEM Product. Your Downstream Customers develop under that embedded OEM Key. They do not receive separate License Keys, are not required to activate or contact PrimeTek, and have no direct licensing relationship with PrimeTek in respect of their development on your OEM Product.

4.3 The components of the Software that you are licensed to embed and redistribute are as specified in your Order.

4.4 The OEM license does not permit your Downstream Customers to extract, use, or redistribute the Software otherwise than as embedded within, and for development on, your OEM Product.

5. Downstream Customer Terms

5.1 You shall ensure that your agreements with Downstream Customers include terms protecting the Software no less protective than those set out in the General Terms and this Addendum, including prohibitions on extracting the Software from your OEM Product, redistributing it, reverse engineering it, and removing proprietary notices.

5.2 PrimeTek provides no support directly to your Downstream Customers. You are responsible for supporting your Downstream Customers in respect of your OEM Product, including the embedded Software.

5.3 You remain responsible for compliance with this Addendum in respect of the acts and omissions of your Downstream Customers relating to the Software.

6. Fee

6.1 The OEM add-on fee is a flat annual fee for the redistribution right, recorded in your Order. It covers redistribution to an unlimited number of Downstream Customers.

6.2 The fee is not usage-based. It does not vary with the number of Downstream Customers, installations, end users, or applications developed by your Downstream Customers. There is nothing for you to meter, count, or report, at the outset, during the License Term, or at renewal.

7. Nothing to Count or Report

7.1 PrimeTek does not track, measure, audit, or monitor your Downstream Customers, your installations, or your redistribution. Consistent with Section 5 of the General Terms, the OEM license operates on a good-faith basis.

7.2 You are not required to name, count, estimate, or report your Downstream Customers or their developers, at the outset, during the License Term, or at renewal. Growth in the number of your Downstream Customers does not affect the fee.

8. Subscription Term and Effect of Expiry

8.1 The OEM license is an annual subscription. An active license is required to redistribute new versions of the Software, to onboard new Downstream Customers, and to embed the Software in new OEM Products.

8.2 OEM Products already shipped, and applications already developed by your Downstream Customers, continue to run after the License Term ends.

8.3 No license notice or other verification behaviour is displayed in deployed OEM Products or in your Downstream Customers' applications, provided they were built while a valid OEM license was in effect. This applies after the License Term ends, so expiry of the OEM license will not disable, interrupt, or display any message in OEM Products or Downstream Customer applications already deployed.

8.4 Continuity after expiry. On expiry or termination of the OEM license, and indefinitely thereafter, you retain the right to rebuild and republish the OEM Product named in your Order using the versions of the Software received during the License Term. Your Downstream Customers existing at the date of expiry or termination retain the right to continue developing, maintaining, and rebuilding their applications, plugins, and extensions using those versions.

8.5 The continuity rights in Section 8.4 are limited to the versions of the Software received during the License Term, to the OEM Product named in your Order, and to Downstream Customers existing at the date of expiry or termination. They do not permit you to onboard new Downstream Customers, to embed the Software in any new OEM Product, or to obtain or redistribute any version of the Software not received during the License Term. No support entitlement continues.

8.6 Your obligations under Section 5 continue to apply in respect of the versions of the Software covered by the continuity rights.

9. Multi-Year Terms

9.1 Multi-year OEM 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.

10. Support

10.1 Support in respect of your own development is provided under your Commercial Per-Developer or Commercial Site license.

10.2 Any additional support entitlement relating to the OEM license is as specified in your Order. As set out in Section 5.2, PrimeTek provides no support directly to Downstream Customers.

11. Renewal

11.1 Renewal pricing is guaranteed not to increase by more than five percent (5%) over your current term's pricing. This is a firm commitment.

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.

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> 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.

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> 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.

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> 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.

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> 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.

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> 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.

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> 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.

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> 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

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;
- reverse engineer the Software or any service feature, or otherwise attempt to discover any source code.

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.

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> 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").

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> 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.

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> 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.

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> 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.

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> 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.

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> 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.

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> 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.

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> 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.

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> 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.

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> 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.

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> 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.

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> 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.

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> 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.

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> 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.

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> 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.

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

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> 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.