DevExpress End-User License Agreement

End-User Documentation



DEVELOPER EXPRESS INC
DEVEXPRESS Components/Tools End-User Help Documentation
Copyright (C) 2000-2024 Developer Express Inc.

END-USER LICENSE AGREEMENT

IMPORTANT- READ CAREFULLY: This DEVELOPER EXPRESS INC ("DEVEXPRESS") End-User License Agreement ("EULA" or "AGREEMENT") is a legal agreement between you, a developer of software applications, ("Developer End User") and DEVEXPRESS for DEVEXPRESS Components/Tools End-User Help Documentation ("SOFTWARE DOCUMENTATION") contained in this file.

DEVEXPRESS grants to you as an individual, a personal, nonexclusive license to install and use the SOFTWARE DOCUMENTATION for your specific business requirements. By installing, copying, or otherwise using the SOFTWARE DOCUMENTATION, you agree to be bound by the terms of this EULA. If you do not agree to any part of the terms of this EULA, DO NOT INSTALL, USE, OR EVALUATE, ANY PART, FILE OR PORTION OF THE SOFTWARE DOCUMENTATION.

This AGREEMENT is the entire agreement between DEVEXPRESS and LICENSEE concerning its subject matter (including the license, access, and use of the SOFTWARE DOCUMENTATION, and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a LICENSEE quote, bid, purchase order, or in any other LICENSEE terms or order documentation (collectively "LICENSEE DOCUMENTATION") is void. In the event of any conflict or inconsistency between the terms of this AGREEMENT and any LICENSEE DOCUMENTATION, the terms of this AGREEMENT shall prevail.

All SOFTWARE DOCUMENTATION is licensed, not sold.

1. GRANT OF LICENSE.

Only licensed DEVEXPRESS customers may install and use the SOFTWARE DOCUMENTATION. If you have not purchased a license for a DEVEXPRESS PRODUCT, you are prohibited from installing, copying, or otherwise using this SOFTWARE DOCUMENTATION.

Developer End User may install and use the SOFTWARE DOCUMENTATION on a single computer. Developer End User may also install and use the SOFTWARE DOCUMENTATION on a portable computer.

2. LIMITATIONS ON MODIFICATIONS TO SOFTWARE DOCUMENTATION.

This SOFTWARE DOCUMENTATION can be modified by licensed Developer End Users to meet specific business needs or requirements of Developer End User.

3. SEPARATION OF COMPONENTS.

The SOFTWARE DOCUMENTATION is licensed as a single product. The SOFTWARE DOCUMENTATION and its constituent parts may be separated by Developer End User to meet specific business needs or requirements of Developer End User.

4. RENTAL.

You may not rent, lease, or lend the SOFTWARE DOCUMENTATION.

1

DevExpress End-User License Agreement

End-User Documentation



5. TRANSFER.

You may NOT permanently or temporarily transfer ANY of your rights under this EULA to any individual or entity without prior written approval from DEVEXPRESS. Only you as the licensed Developer End User have the right to use the SOFTWARE DOCUMENTATION (or any portions thereof).

6. REDISTRIBUTION.

Licensed Developer End Users are authorized to redistribute SOFTWARE DOCUMENTATION with applications and or business solution they have developed that use DEVEXPRESS PRODUCTS.

AT NO TIME MAY DEVELOPER END USER CREATE ANY TOOL, REDISTRIBUTABLE, OR SOFTWARE PRODUCT(S) THAT DIRECTLY OR INDIRECTLY COMPETES WITH DEVEXPRESS SOFTWARE PRODUCT(S) WHICH UTILIZES ALL OR ANY PORTION OF THE SOFTWARE DOCUMENTATION contained within this installation.

7. COPYRIGHT.

All title and copyrights in and to the SOFTWARE DOCUMENTATION contained in this installation are owned by DEVEXPRESS or its subsidiaries. The SOFTWARE DOCUMENTATION is protected by copyright laws and international treaty provisions and therefore, you must treat the SOFTWARE DOCUMENTATION like any other copyrighted material except that you may install and use the SOFTWARE DOCUMENTATION as described in this EULA.

8. U.S. GOVERNMENT RESTRICTED RIGHTS.

The Licensed Software is Commercial Computer Software provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor-manufacturer is Developer Express Inc. / 330 N. Brand Blvd Suite 370, Glendale, CA 91203.

9. EXPORT RESTRICTIONS.

DEVEXPRESS expressly complies with all export restrictions imposed by the government of the United States of America. You, as LICENSEE, must agree not to export or re-export the SOFTWARE DEVELOPMENT PRODUCT(S) within any created application to any country, person, entity or end user subject to U.S.A. export restrictions. Restricted countries currently include, but are not necessarily limited to Cuba, Iran, North Korea, Sudan, Syria, and Venezuela. You warrant and represent that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied your export privileges.

10. DISCLAIMER OF WARRANTY.

DEVEXPRESS expressly disclaims any warranty for the SOFTWARE DOCUMENTATION. THE SOFTWARE DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. DEVEXPRESS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE DOCUMENTATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE DOCUMENTATION REMAINS WITH YOU. No oral or written information or advice given by DEVEXPRESS or its employees shall create a warranty or in any way increase the scope of this warranty.

DevExpress End-User License Agreement

End-User Documentation



11. LIMITATIONS ON LIABILITY.

To the maximum extent permitted by applicable law, in no event shall DEVEXPRESS be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the SOFTWARE DOCUMENTATION or the provision of or failure to provide Support Services, even if DEVEXPRESS has been advised of the possibility of such damages.

Developer End User understands that the SOFTWARE DOCUMENTATION may lead to inaccurate results because of a failure or fault within the SOFTWARE PRODUCT(S) or failure by Developer End User to properly use and or deploy the SOFTWARE PRODUCT(S). Developer End User assumes full and sole responsibility for any use of the SOFTWARE DOCUMENTATION, and bears the entire risk for failures or faults within the SOFTWARE PRODUCT(S). You agree that regardless of the cause of failure or fault or the form of any claim, YOUR SOLE REMEDY AND DEVEXPRESS'S SOLE OBLIGATION SHALL BE GOVERNED BY THIS AGREEMENT AND IN NO EVENT SHALL DEVEXPRESS'S LIABILITY EXCEED THE PRICE PAID TO DEVEXPRESS FOR THE SOFTWARE DOCUMENTATION. This Limited Warranty is void if failure of the SOFTWARE PRODUCT(S) has resulted from accident, abuse, alteration, unauthorized use or misapplication of the SOFTWARE PRODUCT(S).

12. INDEMNIFICATION.

You hereby agree to indemnify DEVEXPRESS and its officers, directors, employees, agents, and representatives from each and every demand, claim, loss, liability, or damage of any kind, including actual attorneys fees, whether in tort or contract, that it or any of them may incur by reason of, or arising out of, any claim which is made by any third party with respect to any breach or violation of this Agreement by you or any claims based on the Applications and the SOFTWARE DOCUMENTATION included herein.

13. TERMINATION.

Without prejudice to any other rights or remedies, DEVEXPRESS will terminate this EULA upon your failure to comply with all the terms and conditions of this EULA. In such events, you must destroy all copies of the SOFTWARE DOCUMENTATION and all of its component parts.

14. MISCELLANEOUS.

This EULA shall be construed, interpreted and governed by the laws of the State of Nevada, U.S.A. This EULA gives you specific legal rights; you may have others that vary from state to state and from country to country.

This AGREEMENT may only be modified in writing signed by you and an authorized officer of Developer Express Inc. This AGREEMENT is the entire agreement between DEVEXPRESS and LICENSEE concerning its subject matter (including the license, access, and use of the SOFTWARE DEVELOPMENT PRODUCT(S), and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a LICENSEE quote, bid, purchase order, or in any other LICENSEE terms or order documentation (collectively "LICENSEE DOCUMENTATION") is void. In the event of any conflict or inconsistency between the terms of this AGREEMENT and any LICENSEE DOCUMENTATION, the terms of this AGREEMENT shall prevail.

If any provision of this AGREEMENT is found void or unenforceable, the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in the Limited Warranty shall remain in effect.

DEVEXPRESS reserves all rights not specifically granted in this EULA.

DevExpress End-User License Agreement End-User Documentation



Developer End User acknowledges that he or she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

All trademarks and registered trademarks are property of their respective owners.

Should you have any questions concerning this EULA, contact us directly in the United States at +1 (818) 844-3383, or write: Developer Express Inc. Legal department / 330 N. Brand Blvd Suite 370, Glendale, CA 91203.