

## TX TEXT CONTROL DS SERVER LICENSE AGREEMENT

This legal document is an agreement between you, the **Licensee**, and **Text Control GmbH**. By installing TX Text Control DS Server on your computer, you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, promptly return the unopened package, together with all the other material which comprises the product, respectively delete all TX Text Control DS Server related files. For questions regarding this agreement please use the support center to contact

us:

<https://support.textcontrol.com/>

### 1. Subject of agreement

The subject of this agreement is the server software TX Text Control DS Server, the operating manuals, online help files and all other accompanying material. It will be referred to henceforth as "**DS Server**".

### 2. Grant of license

Text Control GmbH grants the Licensee a non-exclusive, non-transferable, personal and worldwide license to install DS Server on one server (or more depending on the license).

### 3. Client-Side Libraries

Client-side libraries that connect to DS Server are freely available, royalty-free and can be used by an unlimited number of developers to build "end user applications".

### 4. End User Application

An "end user application" is a specific application program that is licensed to a person or firm for business or personal use. The client-side libraries can be deployed royalty-free as part of the end user application. The end user must not be in a position to be able to neither modify the program, nor to create DS Server based programs. Likewise, the end user must not be given the DS Server serial number.

### 5. Redistributable files

- a. When building applications with the client-side libraries (npm or NuGet packages), those included files can be deployed within end user applications. The files that are installed with DS Server must not be deployed.

### 6. Copyright

The Software is the property of Text Control GmbH. Text Control GmbH reserves all rights to the publishing, duplication, processing and utilization of DS Server. A single copy may be made

exclusively for security and archiving purposes. Without the express written permission of Text Control GmbH it is forbidden to:

- alter, translate, decompile, or to disassemble DS Server;
- copy DS Server's accompanying written documentation;
- lend, hire out or lease DS Server.

A permanent transference of DS Server is only permitted when the Licensee retains no copies and the recipient declares his acceptance of the conditions of this agreement.

## 7. Exclusion of warranties

Text Control GmbH offers and the Licensee accepts the product "as is". Text Control GmbH does not warrant DS Server will meet the Licensee's requirements, nor will operate uninterrupted, nor error free.

## 8. Liability

With the exception of damage caused by wilful or gross negligence, neither Text Control GmbH, Text Control, LLC nor its distributors are responsible for any damage whatsoever which is put down to the use of DS Server. This is valid without exception, including loss of profits, lost working time, lost company information or other financial losses. In any event the liability of Text Control GmbH is limited to the purchase price.

## 9. Trial Version Limitation

If you are installing a trial version DS Server, it is forbidden to:

- install the trial version on a production server
- distribute or sell an application with the trial version
- delete the additional trial text that is added to the created documents.

## 10. Duration of Agreement

This agreement is valid for an indefinite period of time. The Licensee's rights as a user automatically expire if the conditions of this agreement are in any way violated. In this event all data storage material and all copies of DS Server are to be destroyed.