



TX Text Control ActiveX Server License Agreement

This legal document is an agreement between you, the Licensee, and Text Control GmbH. By installing TX Text Control ActiveX Server on a 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 ActiveX Server related files. For questions regarding this agreement please contact us.

1. Subject of Agreement

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

2. Grant of License

Text Control GmbH grants the Licensee a non-exclusive, non-transferable, personal and worldwide license to use one copy of TX Text Control ActiveX Server in the development of an end-user application, as described in section 3 (below). This license is for a single developer and not for an entire company. If additional programmers wish to use TX Text Control ActiveX Server, additional copies must be licensed.

3. 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 files which are not listed under the section *Redistributable Files* must not be included with the end-user application. Furthermore, the end-user must not be in a position to be able to neither modify the program, nor to create TX Text Control ActiveX Server based programs. Likewise, the end-user must not be given the TX Text Control ActiveX Server serial number.

4. Royalties

Server-based programs which have been created with TX Text Control ActiveX Server may only be installed on a single server, but may be accessed by an infinite number of clients. Additional licenses are required when installing TX Text Control ActiveX Server on more than one server.

5. Redistributable Files

TX Text Control ActiveX Server contains an additional command line registration tool for installing TX Text Control ActiveX Server on a server. This file is not redistributable.

6. Exclusion of Warranties

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

7. Copyright

The Software is the property of Text Control GmbH. Text Control GmbH reserves all rights to the publishing, duplication, processing and utilization of TX Text Control ActiveX 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 TX Text Control ActiveX Server.
- Copy TX Text Control ActiveX Server's accompanying written documentation.
- Lend, hire out or lease TX Text Control ActiveX Server.

A permanent transference of TX Text Control ActiveX Server is only permitted when the Licensee retains no copies and the recipient declares her/his acceptance of the conditions of this agreement.

8. Liability

With the exception of damage caused by willful or gross negligence, neither Text Control GmbH nor its distributors are responsible for any damage whatsoever which is put down to the use of TX Text Control ActiveX 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. 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 TX Text Control ActiveX Server are to be destroyed.