

TX Text Control .NET for Windows Forms

End User License Agreement (EULA)

This End User License Agreement ("Agreement") is a legal agreement between Text Control GmbH ("Text Control") and the person or legal entity that acquires or uses TX Text Control .NET for Windows Forms ("Licensee").

By installing, accessing, copying, or using TX Text Control .NET for Windows Forms, the Licensee agrees to be bound by this Agreement. If the Licensee does not agree to these terms, the Licensee may not install or use the Software.

1. Definitions

For purposes of this Agreement:

"Software" means TX Text Control .NET for Windows Forms, including its libraries, runtime components, tools, documentation, samples, NuGet packages, and other materials supplied by Text Control.

"Developer" means an individual software developer who installs, accesses, uses, integrates, compiles against, tests with, or otherwise uses the Software for software development, including through a Code Agent acting on that Developer's behalf.

"Developer License" means a license assigned to one individual Developer.

"Code Agent" means an artificial intelligence system, software agent, coding assistant, or other automated system that generates, modifies, analyzes, tests, compiles, or otherwise works with software source code or development projects.

"Application" means a software application developed by the Licensee that incorporates or uses the Software.

"Subscription" means the time-limited entitlement associated with a Developer License that may provide access to new versions, upgrades, updates, maintenance releases, technical support, or other services during the applicable Subscription period.

"Order" means the applicable quotation, order confirmation, invoice, license certificate, or other commercial document issued or accepted by Text Control that identifies the Developer Licenses, Subscription period, or other entitlements purchased by the Licensee.

2. Perpetual License

Subject to payment of the applicable license fees and compliance with this Agreement, Text Control grants the Licensee a perpetual, non-exclusive, worldwide, non-transferable license to use the licensed version of the Software.

The license to a version of the Software that was validly acquired during an active Subscription period is perpetual and does not expire when the Subscription ends.

After expiration of the Subscription, the Licensee may continue to:

- use the licensed version of the Software for software development;
- maintain, modify, compile, and build Applications using that licensed version;
- distribute and deploy new Applications using that licensed version on a royalty-free basis in accordance with this Agreement; and
- continue to operate and use Applications that were previously deployed using that licensed version.

Expiration of the Subscription does not terminate or otherwise restrict the Licensee's perpetual rights to versions of the Software acquired while the Subscription was active.

An expired Subscription does not entitle the Licensee to versions, upgrades, updates, or other releases of the Software made available after the Subscription expired. Access to technical support and other Subscription services is also subject to the applicable Subscription or support terms.

The Licensee may renew the Subscription to regain access to current versions, updates, and applicable Subscription services.

3. License Per Developer

TX Text Control .NET for Windows Forms is licensed per Developer, not per company, team, workstation, or concurrent user.

Each Developer who uses the Software for development must have a separate Developer License assigned to that Developer.

A Developer License may not be shared between Developers, used concurrently by multiple Developers, or used as a floating or concurrent license unless expressly authorized by Text Control in writing.

The Licensee may reassign a Developer License to another Developer when the original Developer permanently stops using the Software, subject to any reasonable reassignment procedures specified by Text Control.

Automated build systems, CI/CD systems, and build servers do not require a separate Developer License solely because they compile or package an Application, provided that all Developers who work with the Software are properly licensed and the automated environment is not used as an interactive development environment.

4. Code Agents and AI-Assisted Development

A licensed Developer may use one or more Code Agents to assist with the development, testing, maintenance, or modification of Applications using the Software.

A Code Agent acting on behalf of a properly licensed Developer does not require a separate Developer License solely because the Code Agent accesses, analyzes, generates, modifies, compiles, or tests code that uses the Software.

Use of Code Agents does not reduce the number of Developer Licenses required. Each individual Developer who directs, uses, reviews, maintains, or otherwise works with the Software or code generated using the Software must be properly licensed.

A Developer License may not be used to provide access to the Software through a shared or autonomous Code Agent for the benefit of multiple unlicensed Developers.

Code Agents operated as shared development resources, autonomous development services, or other systems that use the Software independently of a specifically licensed Developer require separate licensing or an appropriate entitlement expressly stated in the applicable Order.

The use of Code Agents does not grant any additional rights to reproduce, redistribute, disclose, train on, or otherwise make the Software, its source code, binaries, NuGet packages, license credentials, documentation, or proprietary materials available to third parties or external services.

5. TX Text Control MCP Server

Text Control may provide an MCP (Model Context Protocol) server, tools, interfaces, or related services ("MCP Server") that enable compatible artificial intelligence systems, Code Agents, development tools, or other clients to access information, tools, or functionality related to the Software.

A properly licensed Developer may use the MCP Server in connection with the development, testing, maintenance, or modification of Applications using the Software.

A Code Agent acting on behalf of a properly licensed Developer may access and use the MCP Server without requiring a separate Developer License solely because of such access.

Use of the MCP Server does not reduce or replace the number of Developer Licenses required. Each Developer using the Software, directly or through the MCP Server, must be properly licensed.

The MCP Server may not be used to provide access to the Software or its development functionality to unlicensed Developers or to circumvent Developer or other licensing requirements.

The availability, functionality, technical requirements, and supported interfaces of the MCP Server may change independently of the licensed version of the Software. Unless expressly stated in the applicable Order, the perpetual license to the Software does not guarantee perpetual availability, maintenance, support, or operation of the MCP Server.

Use of the MCP Server does not grant any additional rights to reproduce, redistribute, sublicense, disclose, or otherwise make the Software, its NuGet packages, license credentials, documentation, or other proprietary materials available to third parties.

6. Development Rights

A licensed Developer may use the Software to design, develop, compile, test, maintain, and support Applications for the Licensee.

The Software may be used in source code projects, build processes, test environments, and development environments as reasonably necessary to develop an Application.

The Licensee may create any number of Applications unless the applicable Order expressly provides otherwise.

Applications created by properly licensed Developers may be distributed and deployed royalty-free in accordance with Section 7 of this Agreement.

7. Royalty-Free Distribution and Deployment

TX Text Control .NET for Windows Forms is licensed for royalty-free distribution of Applications created by properly licensed Developers.

Subject to compliance with this Agreement, the Licensee may distribute and deploy an unlimited number of compiled Applications that incorporate or use redistributable runtime components of the Software without paying additional Runtime License fees or royalties to Text Control.

Royalty-free distribution applies to Applications distributed to the Licensee's customers, users, partners, or other third parties, as well as Applications deployed for the Licensee's own internal use.

The number of installations, end users, client devices, or customer deployments of a properly licensed Application is not limited by this Agreement.

Royalty-free distribution rights apply only to redistributable runtime components designated by Text Control and do not permit distribution of the Software as a standalone development library, SDK, component, development environment, or tool.

Royalty-free distribution does not reduce the number of Developer Licenses required. Each Developer who develops, maintains, modifies, tests, or otherwise works with the Software must be properly licensed.

8. Distribution of Applications

The Licensee may distribute an Application to customers or other third parties provided that:

1. the Application provides substantial functionality beyond the functionality of the Software itself;
2. the Software is incorporated into or used by the Application and is not distributed as a standalone development library, SDK, or component;
3. recipients cannot use the distributed Software components to develop, compile, or create their own applications;
4. recipients are not provided with license keys, serial numbers, activation credentials, or other confidential licensing information belonging to the Licensee; and
5. the Application was created and maintained by properly licensed Developers in accordance with this Agreement.

The Licensee may use official TX Text Control NuGet packages provided by Text Control as part of its development, build, deployment, and CI/CD processes.

The Licensee may also distribute runtime components originating from such NuGet packages as part of a compiled or deployed Application where those components are required to operate the Application and are designated by Text Control as redistributable.

The Licensee may not republish, redistribute, mirror, repackage, or make available TX Text Control NuGet packages, or substantial portions of them, as a standalone package, development library, SDK, or component for use by third parties.

This restriction does not prohibit the Licensee from maintaining an internal package repository or package mirror solely for use by its properly licensed Developers and automated build systems.

The Licensee may not create or distribute a public or private NuGet package containing the Software for the purpose of enabling unlicensed Developers or third parties to develop applications using TX Text Control.

The Software, its SDK, development tools, NuGet packages, or other non-redistributable components may not be sublicensed, sold, rented, leased, or otherwise made available as a standalone development product.

9. Restrictions

Except to the extent expressly permitted by applicable mandatory law, the Licensee may not:

- copy the Software except as reasonably necessary for licensed use, backup, archival purposes, or permitted internal package repositories;
- modify, translate, reverse engineer, decompile, disassemble, or attempt to derive the source code of the Software;
- remove or alter copyright notices, proprietary notices, license checks, technical protection mechanisms, or licensing information;
- disclose or distribute serial numbers, license keys, activation information, or other licensing credentials;
- rent, lease, lend, sublicense, resell, or commercially distribute the Software as a standalone product;
- make the Software available to third parties for software development unless those Developers are separately licensed;
- use the Software to create a competing development library, SDK, component, or product whose primary purpose is to expose substantially the same programming functionality to other developers;

- use a Code Agent, MCP Server, artificial intelligence system, or other automated system to circumvent the per-Developer licensing model or to make the Software available for development by unlicensed Developers; or
- circumvent the applicable Developer licensing requirements or other restrictions of this Agreement.

10. Ownership and Intellectual Property

The Software is licensed, not sold.

Text Control and its licensors retain all right, title, and interest in and to the Software, including all copyrights, intellectual property rights, and proprietary rights.

Except for the limited rights expressly granted under this Agreement, no rights are transferred to the Licensee.

The Licensee retains all rights in Applications and other original software developed by the Licensee, subject to Text Control's rights in the Software.

11. Trial and Evaluation Versions

If the Software is provided as a trial, evaluation, preview, beta, or other non-production version, it may be used only for evaluation and testing unless Text Control expressly states otherwise.

Unless expressly authorized by Text Control, a trial or evaluation version may not be:

- used in a production environment;
- used to provide production services to third parties;
- distributed as part of a commercial Application; or
- modified to remove evaluation notices, watermarks, limitations, or other trial-related behavior.

Additional terms supplied with a preview, beta, or evaluation version take precedence for that version.

12. Updates, Upgrades, Maintenance, and Support

Access to updates, upgrades, new major versions, maintenance releases, technical support, and other Subscription services depends on the Licensee maintaining an active Subscription or other applicable service entitlement.

During an active Subscription, the Licensee may use versions of the Software made available under that Subscription, subject to this Agreement and any additional terms applicable to a particular release.

Access to Text Control's private NuGet package server is provided only during an active Subscription. Upon expiration or non-renewal of the Subscription, the Licensee's access to the private NuGet package server may be discontinued.

Expiration of the Subscription does not affect the Licensee's right to use NuGet packages and versions of the Software that were validly obtained while the Subscription was active. The Licensee may retain such packages in its development environment or permitted internal package repository and continue to use them in accordance with this Agreement.

Expiration of the Subscription does not terminate the Licensee's perpetual rights to versions of the Software acquired while the Subscription was active.

The Licensee may continue developing, maintaining, building, distributing, deploying, and operating Applications with such licensed versions on a royalty-free basis after expiration of the Subscription, in accordance with this Agreement.

Versions, upgrades, updates, and releases made available after expiration of the Subscription are not included unless the Subscription is renewed or the Licensee otherwise acquires rights to those versions.

13. Compliance and Verification

The Licensee is responsible for ensuring that the number of Developers using the Software does not exceed the number of Developer Licenses acquired.

Upon reasonable request, the Licensee will provide Text Control with information reasonably necessary to verify compliance with this Agreement.

Any verification will be conducted in a manner intended to minimize disruption to the Licensee's business and to protect confidential information.

If unlicensed use is identified, the Licensee must obtain the required licenses and pay the applicable license fees.

14. Disclaimer of Warranties

To the maximum extent permitted by applicable law, the Software is provided "as is" and "as available."

Text Control does not warrant that the Software will meet all of the Licensee's requirements, operate without interruption, or be completely free of defects or errors.

Any warranties expressly provided in an Order, maintenance agreement, support agreement, or other written agreement remain unaffected.

15. Limitation of Liability

Text Control is liable without limitation where liability cannot legally be excluded or limited, including liability for intent, gross negligence, injury to life, body, or health, and liability under mandatory product liability law.

For damages caused by ordinary negligence, Text Control is liable only for the breach of material contractual obligations, meaning obligations whose fulfillment is essential to the proper performance of this Agreement and on which the Licensee may reasonably rely.

In such cases, Text Control's liability is limited to the foreseeable damage typical for this type of agreement and, to the maximum extent permitted by applicable law, shall not exceed the total license fees paid by the Licensee for the Software giving rise to the claim.

To the maximum extent permitted by applicable law, Text Control is not liable for indirect, incidental, special, or consequential damages, including loss of profits, loss of revenue, loss of business opportunities, business interruption, or loss of data.

The foregoing limitations and exclusions also apply to the benefit of Text Control's officers, employees, representatives, agents, and subcontractors.

Any liability that cannot be excluded or limited under applicable law remains unaffected.

16. Term and Termination

This Agreement begins when the Licensee first installs, accesses, or uses the Software and continues indefinitely.

The perpetual license remains valid unless terminated in accordance with this Agreement. Expiration or non-renewal of a Subscription does not constitute termination of the perpetual license.

Text Control may terminate this Agreement and the licenses granted under it if the Licensee materially breaches this Agreement and, where the breach is capable of being remedied, fails to remedy the breach within a reasonable period after receiving notice from Text Control.

Text Control may terminate the affected licenses immediately in the event of a material licensing violation, including unauthorized copying or distribution of the Software, deliberate circumvention of licensing or technical protection mechanisms, unauthorized sharing of Developer Licenses or license credentials, or making the Software available for development by unlicensed Developers.

Upon termination, the Licensee must immediately cease all use of the affected Software and delete or destroy all copies in its possession or control, except copies that must be retained under mandatory legal or archival requirements and are no longer used.

Termination does not limit Text Control's right to recover unpaid license fees or pursue any other rights or remedies available under this Agreement or applicable law.

Any provisions that by their nature are intended to survive termination will remain in effect.

17. Transfer

The Licensee may not assign or transfer this Agreement or any license granted under it without the prior written consent of Text Control, except where applicable mandatory law provides otherwise.

Any approved permanent transfer requires the Licensee to stop using the Software, transfer all permitted copies and associated license materials, and ensure that the recipient accepts this Agreement.

18. Export and Legal Compliance

The Licensee must use the Software in compliance with applicable laws and regulations, including applicable export control and sanctions laws.

The Licensee is responsible for determining whether its Application and use of the Software are subject to industry-specific, regulatory, security, accessibility, privacy, or compliance requirements.

19. Entire Agreement and Order of Precedence

This Agreement, together with the applicable Order and any expressly incorporated additional terms, constitutes the agreement governing the Licensee's use of the Software.

The applicable Order determines the specific commercial license entitlements granted to the Licensee, including the number of Developer Licenses, Subscription period, and any other specifically agreed licensing rights.

If an Order expressly grants rights that differ from or extend the standard rights described in this Agreement, the Order controls with respect to those expressly stated commercial or licensing terms.

No additional Developer or other licensing rights are implied by this Agreement beyond the rights expressly granted in the applicable Order and this Agreement.

Changes or additions to this Agreement must be agreed in writing unless applicable law requires otherwise.

If any provision of this Agreement is invalid or unenforceable, the remaining provisions remain in effect.

20. Contact

Questions concerning licensing or this Agreement may be directed to Text Control through its official sales or support channels.