

TX Text Control DS Server

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 DS Server ("Licensee").

By installing, accessing, copying, or using TX Text Control DS Server, 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 DS Server, including its server software, runtime components, tools, documentation, samples, and other materials supplied by Text Control.

"Client-Side Libraries" means the client-side libraries, SDKs, NuGet packages, npm packages, and related components supplied by Text Control for connecting Applications to the Software.

"Application" means a software application developed by or for the Licensee that connects to or uses the Software.

"Server Instance" means a physical server, virtual machine, container, cloud instance, application service, or other server-side computing environment on which the Software is installed or executed.

"Server License" means a time-limited license permitting the Software to be installed and operated on the number of Server Instances specified in the applicable Order.

"Unlimited Server License" means a time-limited license permitting the Software to be installed and operated on an unlimited number of Server Instances during the License Period, subject to the terms and scope stated in the applicable Order.

"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.

"Production Use" means use of the Software or an Application in a live environment for internal business purposes or for access or use by customers, users, partners, or other third parties.

"License Period" means the period during which a Server License or Unlimited Server License is valid. Unless otherwise stated in the applicable Order, the License Period is one (1) year.

"Order" means the applicable quotation, order confirmation, invoice, license certificate, or other commercial document issued or accepted by Text Control that identifies the Server Licenses, Unlimited Server License rights, License Period, or other entitlements purchased by the Licensee.

2. Server License

Subject to payment of the applicable license fees and compliance with this Agreement, Text Control grants the Licensee a non-exclusive, worldwide, non-transferable license to install and operate the Software during the License Period and on the number of Server Instances specified in the applicable Order.

Unless otherwise stated in the applicable Order, a Server License is valid for one (1) year.

The Server License must be renewed to continue operating the Software after the end of the License Period.

Upon expiration of the Server License, the Licensee's right to operate the Software expires. The Software may cease to function or otherwise become unavailable after expiration of the License Period.

Continued operation of the Software requires renewal of the Server License or another valid license entitlement expressly granted by Text Control.

Expiration of a Server License does not prevent the Licensee from retaining Applications developed using the Client-Side Libraries. However, such Applications may connect to or use DS Server only while the required Server License is valid.

3. Server Deployment and Licensing

TX Text Control DS Server is licensed for server-side deployment. The number of Server Instances on which the Software may be installed and operated is determined by the applicable Order.

Each Server License permits deployment only within the number and type of Server Instances expressly specified in the applicable Order. Additional Server Instances require additional Server Licenses unless broader deployment rights have been granted.

For deployments requiring unrestricted or dynamically scalable server capacity, Text Control may offer an Unlimited Server License. Such rights apply only when expressly stated in the applicable Order.

No Server License, Unlimited Server License right, or other deployment entitlement beyond those stated in the applicable Order is granted or implied.

Server licensing applies regardless of whether a Server Instance is a physical server, virtual machine, cloud instance, container, application service, Kubernetes workload, or another server-side computing environment.

Multiple simultaneously operating Server Instances, including instances used for load balancing, clustering, replication, high availability, failover, or horizontal scaling, require corresponding deployment rights unless the applicable Order expressly grants unlimited or otherwise broader deployment rights.

For containerized, orchestrated, dynamically scaling, serverless, or similar environments where the number of simultaneously operating Server Instances may change, the Licensee must ensure that its license entitlement covers the maximum number of simultaneously operating Server Instances or obtain an Unlimited Server License permitting such deployment.

The number of end users or client devices accessing Applications connected to properly licensed Server Instances is not limited by the Server License unless otherwise stated in the applicable Order.

4. Client-Side Libraries and Development Rights

The Client-Side Libraries are provided royalty-free for use with properly licensed instances of TX Text Control DS Server.

The Client-Side Libraries may be used by an unlimited number of developers to design, develop, compile, test, maintain, and support Applications that connect to or use the Software. No separate per-Developer license is required solely for use of the Client-Side Libraries.

The Client-Side Libraries may be used in source code projects, build processes, test environments, CI/CD systems, and development environments as reasonably necessary to develop Applications.

The Licensee may create any number of Applications using the Client-Side Libraries unless the applicable Order expressly provides otherwise.

The royalty-free status of the Client-Side Libraries does not grant any additional right to install or operate the DS Server software itself. All server-side use remains subject to the deployment rights stated in the applicable Order.

5. Code Agents and AI-Assisted Development

Developers may use one or more Code Agents to assist with the development, testing, maintenance, or modification of Applications using the Client-Side Libraries.

A Code Agent does not require a separate developer license solely because it accesses, analyzes, generates, modifies, compiles, or tests code that uses the Client-Side Libraries.

Use of Code Agents does not expand the Licensee's server deployment rights. Any DS Server instance accessed or operated in connection with a Code Agent must be covered by the Server Licenses or Unlimited Server License rights granted 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 server binaries, license credentials, documentation, or proprietary materials available to third parties or external services.

6. 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.

The Licensee and its developers may use the MCP Server in connection with the development, testing, maintenance, or modification of Applications using the Software.

Use of the MCP Server does not expand or replace the Server Licenses or Unlimited Server License rights required for operation of DS Server.

The MCP Server may not be used to circumvent Server License, Unlimited Server License, 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 server binaries, license credentials, documentation, or other proprietary materials available to third parties.

7. Distribution of Applications and Client-Side Libraries

The Licensee may distribute Applications using the Client-Side Libraries to customers or other third parties on a royalty-free basis provided that:

1. the Application provides substantial functionality beyond the functionality of the Client-Side Libraries themselves;
2. the Client-Side Libraries are incorporated into or used by the Application and are not distributed as a standalone development library, SDK, or component for unrelated development purposes;
3. recipients are not provided with DS Server serial numbers, license keys, activation credentials, or other confidential licensing information belonging to the Licensee; and
4. any DS Server instances used by or in connection with the Application are properly licensed under the applicable Order.

Official Client-Side Libraries supplied as NuGet or npm packages may be used as part of development, build, deployment, and CI/CD processes and may be redistributed as part of an Application where required to operate that Application.

The Licensee may maintain internal package repositories or package mirrors containing the Client-Side Libraries for use by its developers and automated build systems.

The server software, server binaries, installation files, licensing tools, license credentials, or other files installed as part of DS Server may not be redistributed as part of an Application unless expressly authorized by Text Control in writing.

The royalty-free distribution rights granted in this Section apply only to the Client-Side Libraries and Applications. They do not make DS Server itself royalty-free or grant additional server deployment rights.

8. 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, or archival purposes;
- 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 DS Server as a standalone product;
- redistribute DS Server server binaries, installation files, licensing tools, or other non-redistributable server components;
- use the Software to create a competing server product, development library, SDK, component, or service whose primary purpose is to expose substantially the same functionality to third parties;
- use a Code Agent, MCP Server, artificial intelligence system, or other automated system to circumvent Server License, Unlimited Server License, or other licensing requirements; or
- operate the Software beyond the deployment rights expressly granted in the applicable Order.

9. 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 and Client-Side Libraries.

10. 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 or sold as part of a production 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.

11. License Period, Renewal, Updates, and Support

During a valid License Period, the Licensee may operate the Software in accordance with this Agreement and the applicable Order.

Unless otherwise stated in the applicable Order, the License Period is one (1) year. The Server License or Unlimited Server License must be renewed to continue operating the Software after the License Period ends.

During a valid License Period, access to updates, upgrades, new major versions, maintenance releases, and technical support is provided as specified in the applicable Order.

Access to Text Control's private NuGet or package servers is provided only during a valid License Period. Upon expiration or non-renewal, the Licensee's access to such private package servers may be discontinued.

Expiration does not prevent the Licensee from retaining Client-Side Libraries and Application source code validly obtained or created during the License Period. However, any continued connection to or use of DS Server requires a valid Server License or Unlimited Server License.

Upon expiration or non-renewal, the Licensee's right to operate DS Server expires and the Software may cease to operate.

Continued operation of DS Server requires renewal of the Server License or Unlimited Server License, or another valid license entitlement expressly granted by Text Control.

12. Compliance and Verification

The Licensee is responsible for ensuring that the number and type of Server Instances using the Software do not exceed the Server Licenses, Unlimited Server License rights, and other deployment rights acquired and that all such licenses remain valid.

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.

13. 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.

14. 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.

15. Term, Expiration, and Termination

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

The Licensee's right to operate the Software exists only during a valid License Period. Expiration or non-renewal of the Server License or Unlimited Server License automatically ends the Licensee's right to operate the Software without requiring separate notice from Text Control.

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 disclosure of license credentials, or operation of DS Server beyond the Server Licenses, Unlimited Server License rights, License Period, or other rights granted in the applicable Order.

Upon expiration or termination, the Licensee must cease operation of DS Server. Upon termination for breach, the Licensee must also delete or destroy all copies of the affected Software in its possession or control, except copies that must be retained under mandatory legal or archival requirements and are no longer used.

Expiration does not affect the Licensee's right to retain source code and Applications developed using the royalty-free Client-Side Libraries, provided that any connection to or use of DS Server requires a valid Server License or Unlimited Server License.

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 expiration or termination will remain in effect.

16. 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.

17. 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 Applications and use of the Software are subject to industry-specific, regulatory, security, accessibility, privacy, or compliance requirements.

18. 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 and type of Server Licenses, Unlimited Server License rights, License 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 Server License, Unlimited Server License, or other deployment rights are implied by this Agreement beyond the rights expressly granted in the applicable Order.

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.

19. Contact

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