

End User License Agreement

IMPORTANT: READ CAREFULLY: This End User License Agreement ("EULA") is a legal agreement between you, a developer of software applications, and devDept Software S.r.l. ("DEVDEPT") for all DEVDEPT products, frameworks, components, source code, demos, intermediate files, media, printed materials, and "online" or electronic documentation ("SOFTWARE") contained in this distribution.

By installing, copying, or otherwise using the SOFTWARE, 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, COPY, USE, EVALUATE, OR REPLICATE IN ANY MANNER, ANY PART, FILE OR PORTION OF THE SOFTWARE.

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. DEVDEPT or its suppliers own the title, copyright and other intellectual property rights in the SOFTWARE. The SOFTWARE is licensed, not sold.

Summary of some of the most popular topics covered in this EULA:

- Licenses granted are perpetual. They do not expire when your subscription does.
- Licensed users get unlimited, royalty-free distribution rights.
- Licensed users can install the SOFTWARE on any number of computers.
- To develop with the SOFTWARE, each developer must have his own subscription.
- You may not use the SOFTWARE to develop SDKs, APIs or development tools.
- The SOFTWARE is provided as-is, without representations or warranties of any kind.

1. GRANT OF LICENSE.

DEVDEPT grants you the rights described in this EULA provided that you comply with all the terms and conditions of this EULA:

- a. **General Software License Grant.** DEVDEPT grants the use of the SOFTWARE according to one of the named license types below as identified in the SOFTWARE description and according to the feature list included with the SOFTWARE documentation.
 - i. **Standard License.** DEVDEPT grants to you one (1) personal, nontransferable, nonexclusive, royalty-free license to use copies of the SOFTWARE and install such SOFTWARE on three computers (i) for your single concurrent internal use, (ii) to design, develop and test any number applications that you create.
 - ii. **Trial License.** If the SOFTWARE that you have obtained is marked as a "TRIAL" or "EVALUATION", you may install one copy of the SOFTWARE for evaluation purposes only, for a period of 30 calendar days from the date of installation ("EVALUATION PERIOD"). Upon expiration of the EVALUATION PERIOD, the SOFTWARE must be uninstalled and all copies destroyed. You may not create applications or begin software projects using the SOFTWARE under the terms of the Trial license. You may not redistribute files in the SOFTWARE distribution if using an evaluation or trial version of the SOFTWARE.

- b. **Software Activation.** The SOFTWARE may include technology that restricts the use of the SOFTWARE to a specific hardware profile that, when present, must be activated to use the SOFTWARE. DEVDEPT may, but is not required to, at its discretion authorize additional transfers for hardware failure or other circumstances.
- c. **Remote Access.** The single primary user of the licensed machine may access and use the SOFTWARE installed on the licensed machine remotely from any other device. No other person may use the SOFTWARE under the same license.
- d. **Unlicensed Third Parties.** Licenses are non-transferable. All parties must be licensed individually by DEVDEPT.
- e. **Documentation.** With respect to electronic and other documentation, you may make any number of copies (either in hard copy or electronic form) provided that such copies shall be used only for internal purposes and are not republished or distributed beyond your premises.
- f. **Redistribution.**
 - i. You are granted a royalty-free license to redistribute in binary form any components of the SOFTWARE explicitly marked as redistributable on the understanding that you provide all technical support required for the distribution, and that you do not allow recipients to disassemble, decompile, or in any other way allow them to gain separate access to the SOFTWARE or any part of the SOFTWARE.
 - ii. Redistributions in binary form must reproduce the following copyright notice in the documentation, or wherever such third-party acknowledgments normally appear: "Portion of copyright © devDept Software S.r.l. All Rights Reserved."
 - iii. The end user documentation included with the redistribution, if any, must include the following acknowledgment: "This product includes software developed by devDept Software S.r.l. (<http://www.devdept.com>)."
Alternatively, this acknowledgment may appear in the software itself, if and wherever such third-party acknowledgments normally appear. You may optionally exclude this notice with written permission from DEVDEPT.
 - iv. The name "DEVDEPT" must not be used to endorse or promote products derived from the SOFTWARE without prior written permission. For written permission, please contact sales@devdept.com.
 - v. Works derived from the SOFTWARE may not be called "DEVDEPT", nor may "DEVDEPT" appear in their name, without prior written permission of DEVDEPT.
 - vi. DEVDEPT is not obligated to provide support for works derived from the SOFTWARE.
- g. **Disassembly.** You may not reverse engineer, decompile, disassemble or in any other way try to gain access to information regarding the construction of the SOFTWARE or attempt in any way to circumvent or disable any software protection including but

not limited to encryption, copy protection, machine profiling and software enforced restrictions.

- h. **Reservation of Rights.** DEVDEPT reserves all rights not expressly granted herein.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

- a. **Rental.** You may not rent, lease, or lend the SOFTWARE without express written permission from DEVDEPT.
- b. **Termination.** Without prejudice to any other rights, DEVDEPT may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must immediately destroy all copies of the SOFTWARE, including backups and all of its component parts and derived works. Section 6 and 8 will survive termination of the agreement.
- c. **Term.** The term of this EULA shall continue perpetually from the date of purchase unless terminated according to the provisions in section 2(b).
- d. **Consideration.** For the rights and license granted in this EULA you will pay DEVDEPT or an authorized reseller the currently published retail price available at <http://www.devdept.com> or another mutually agreed upon amount to appear on a valid invoice.
- e. **Consent to Use of Data.** You agree that DEVDEPT and its affiliates may collect and use technical information, excluding any Confidential Information, gathered as part of the SOFTWARE support services provided to you, if any, related to the SOFTWARE. DEVDEPT may use this information solely to improve its products, to provide customized services or technologies to you and to verify compliance with the terms of this EULA. DEVDEPT may disclose this information, excluding any information explicitly declared as Confidential Information, to others but not in a form that personally identifies you.
- f. **License Validation.** DEVDEPT may automatically check the version of any of its SOFTWARE. Devices on which the SOFTWARE is installed may periodically provide information to enable DEVDEPT to verify that the SOFTWARE is properly licensed. This information includes the SOFTWARE version, the end user's user account details, product ID information, a machine ID, and the internet protocol address of the device. If the SOFTWARE is not properly licensed, its functionality will be affected. You may only obtain updates or upgrades for the SOFTWARE from DEVDEPT or authorized sources. By using the SOFTWARE, you consent to the transmission of the information described in this section.
- g. **Derived Works.** You agree that you will not use the SOFTWARE to develop derived works that offer similar functionality as the SOFTWARE or expose the features of the SOFTWARE for use by an unlicensed third party. You agree not to create software that might directly compete with DEVDEPT products at the time of the purchase.

3. SOFTWARE MAINTENANCE AND UPDATES

- a. For a period of twelve (12) months following the purchase of the SOFTWARE, DEVDEPT will provide email support with a guaranteed response in one (1) business day.

- b. For a period of twelve (12) months following the purchase of the SOFTWARE, DEVDEPT will provide free critical upgrades to the SOFTWARE. Updates may be obtained by logging in to your account at <http://www.devdept.com/account>
- c. **Upgrades and Updates.** If this copy of the SOFTWARE is an upgrade or update from an earlier version of the SOFTWARE, it is provided to you on a license exchange basis. You agree by your installation and use of such copy of the SOFTWARE to voluntarily terminate your earlier EULA and that you will not continue to use the earlier version of the SOFTWARE or transfer it to another person or entity.
- d. **Product Discontinuance.** DEVDEPT reserves the right to discontinue the SOFTWARE; any component of the SOFTWARE, whether offered as a standalone product or solely as a component; and/or any support resources, at any time.
- e. **Discontinuation Policy.** Once a software version is discontinued, no future support or updates will be provided or made available by DEVDEPT for that particular software version. You understand that discontinued software versions (for which support and updates are no longer provided) may in the future be vulnerable to unpatched issues, including bugs, security, and other risks, and that DEVDEPT is not responsible for your continued use of such software.

4. TECHNICAL SUPPORT

1. **Trial License.** As described in the support policy <http://www.devdept.com/company/legal#support>, and subject to the limitations and restrictions described in the Fair Usage Policy, you are entitled to enter support requests via email for thirty (30) days after download of your initial Trial License. For avoidance of doubt, you are not entitled to additional support requests for any Trial Licenses of the same or successor Products downloaded after your initial download (e. g. to evaluate a new release), for a period of one (1) year from the date of your initial download.
2. **Developer License.** For any applicable period for which you have purchased maintenance and support, you are entitled to receive technical support as determined at time of purchase and set forth on the order and described in the support policy <http://www.devdept.com/company/legal#support>. The following additional terms apply to support hereunder:
 1. We may apply a Fair Usage Policy that allows us to limit or terminate your access to any or all of the support services if your use of the support services is determined by us, in our sole and reasonable discretion, to be excessive.
 2. In no event will we provide support of any kind to your Permitted End Users.
5. **OPEN SOURCE LIBRARIES.** The following open source libraries are used and included within the SOFTWARE:
 - a. SharpDX (Open Source – MIT license)
Copyright © 2010-2013 Alexander Mutel
URL: <http://sharpx.org>
Version: 3.0.2
 - b. Clipper (Open Source – BSL license)
Copyright © 2014 Angus Johnson

URL: <http://sourceforge.net/projects/polyclipping>

Version: 6.2

- c. Triangle.NET (Open Source – MIT license)
Copyright © 2005 Jonathan Richard Shewchuk, © 2014 Christian Woltering
URL: <https://github.com/wo80/Triangle.NET>
Version: Beta 3
 - d. MIConvexHull (Open Source – LGPL license)
Copyright © 2015, Matthew Ira Campbell & David Sehnal
URL: <http://github.com/DesignEngrLab/MIConvexHull>
Version: 1.1.18
 - e. Protocol Buffers (Open Source – BSD license)
Copyright © 2014, Google Inc.
URL: <http://github.com/google/protobuf>
Version: 3.5
 - f. GeometryGymIFC (Open Source – MIT license)
Copyright © 2016, Geometry Gym Pty Ltd
URL: <http://github.com/jmirtsch/GeometryGymIFC>
Version: 3.5
 - g. Resemble (Open Source – MIT license)
Copyright © 2013 Huddle
URL: <https://github.com/rsmb/Resemble.js>
Version: 4.1.0
 - h. BidiSharp (Open Source – MIT license)
Copyright (c) 2019 Fayyad Sufyan
URL: <https://github.com/fsufyan/BidiSharp>
Version: 0.2
 - i. netDxf (Open Source – MIT license)
Copyright (c) 2009-2023 Daniel Carvajal
URL: <https://github.com/haplokuon/netDxf>
Version: 2.4.2
 - j. ImageSharp (Open Source – Apache license)
Copyright (c) 2022 Six Labors
URL: <https://github.com/SixLabors/ImageSharp>
Version: 1.0
6. **EXPORT RESTRICTIONS.** You acknowledge that the SOFTWARE is subject to Italian export jurisdiction. You agree to comply with all applicable international and national laws that apply to the SOFTWARE including the Italian Export Administration Regulations as well as end-user, end-use and destination restrictions issued by Italian and other governments.
7. **INTELLECTUAL PROPERTY RIGHTS.** All title and intellectual property rights in and to the SOFTWARE (including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the SOFTWARE and any copies of the SOFTWARE that you are expressly permitted to make herein) are owned by DEVDEPT or its suppliers. All

title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. All title and intellectual property rights in and to your modifications to the SOFTWARE are owned by you provided that such modifications are made available to DEVDEPT free of charge and royalty free for inclusion in later releases of the SOFTWARE. All rights not expressly granted are reserved by DEVDEPT.

8. **LICENSE VALIDATION.** DEVDEPT may automatically check the version of any of the SOFTWARE. Devices on which the SOFTWARE is installed may periodically provide information to enable DEVDEPT to verify that the SOFTWARE is properly licensed. This information includes the SOFTWARE version, the developer's user account details, product ID information, a machine ID, and the internet protocol address of the device. If the SOFTWARE is not properly licensed, its functionality will be affected. You may only obtain updates or upgrades for the SOFTWARE from DEVDEPT or authorized sources. By using the SOFTWARE, you consent to the transmission of the information described in this section.

9. **NONDISCLOSURE**

- a. Both parties recognize that the other party may obtain proprietary and/or confidential information ("Confidential Information") in the course of the business relationship defined herein. Each party therefore agrees that it will not disclose the Confidential Information of the other party to any third party (i) except as provided for in this EULA or as necessary to pursue and implement the business relationships defined herein; (ii) to its responsible employees and professional advisors with a bona fide need to know and whom are bound by agreement or law to keep such information confidential; (iii) as authorized by the other party in writing or (iv) to the extent required by applicable law, court, or government agency, provided that the disclosing party promptly notifies the other party thereof and cooperates with any efforts by the disclosing party, at the disclosing party's expense, to limit such disclosure by means of seeking a protective order or requesting confidential treatment.
- b. You shall notify DEVDEPT immediately upon discovery of any unauthorized use or disclosure of confidential information, and will cooperate with DEVDEPT in every reasonable way to help DEVDEPT regain possession of the confidential information and prevent its further unauthorized use or disclosure.
- c. You agree to pay, liquidated damages of no less than ten (10) times the purchase price or fifteen thousand Euros (€15,000) whichever is greater plus any direct, indirect or actual damages if any violation of section 8 is proved in a court of law or admitted.

10. **LIMITED WARRANTY AND DISCLAIMER**

- a. Except with respect to a TRIAL, EVALUATION or BETA versions of the SOFTWARE, DEVDEPT warrants that, for a period of ninety (90) days from the date of delivery (as evidenced by a copy of your receipt): (i) when used with a recommended hardware configuration, the SOFTWARE will perform in substantial conformance with the documentation supplied with the SOFTWARE; and (ii) the physical media on which

the SOFTWARE is furnished, if any, will be free from defects in materials and workmanship under normal use.

- b. **DEVDEPT PROVIDES NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR THE TRIAL, EVALUATION OR BETA VERSION OF THE SOFTWARE. THE TRIAL, EVALUATION OR BETA VERSION OF THE SOFTWARE IS PROVIDED "AS IS".**
 - c. **DEVDEPT AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT. DEVDEPT DOES NOT WARRANT THAT THE SOFTWARE IS ERRORFREE OR WILL OPERATE WITHOUT INTERRUPTION. THE SOFTWARE IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, THE DESIGN, CONSTRUCTION, MAINTENANCE OR OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS. DEVDEPT SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES.**
 - d. **IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY.**
 - e. **NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DEVDEPT, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.**
11. **EXCLUSIVE REMEDY.** Your exclusive remedy under the preceding is to return the SOFTWARE to the place that you acquired it, with a copy of your receipt and a description of the problem. Provided that any non-compliance with the above warranty is reported in writing to DEVDEPT no more than ninety (90) days following delivery to you, DEVDEPT will use reasonable commercial efforts to supply you with a replacement copy of the SOFTWARE that substantially conforms to the documentation, provide a replacement for defective media, or refund to you your purchase price for the SOFTWARE, at its option. DEVDEPT shall have no responsibility if the SOFTWARE has been altered in any way, if the media has been damaged by misuse, accident, abuse, modification or misapplication, or if the failure arises out of use of the SOFTWARE with other than a recommended hardware or software configuration. Any such misuse, accident, abuse, modification or misapplication of the SOFTWARE will void the warranty above. **THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU FOR BREACH OF EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE AND RELATED DOCUMENTATION.**
12. **LIMITATION OF LIABILITY**
- a. **NEITHER DEVDEPT NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY**

INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF DEVDEPT OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

- b. **DEVDEPT'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF €50 EUROS OR THE AMOUNT PAID BY YOU FOR THE SOFTWARE THAT CAUSED SUCH DAMAGE.**
 - c. **THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS EULA.**
13. **INDEMNITY.** You agree to indemnify DEVDEPT and its officers, directors, employees, agents, and representatives from each and every demand, claim, loss, liability, or damage of any kind, including actual attorney's 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 included herein.
14. **NO WAIVER.** No action taken by either party pursuant to this EULA, and no waiver by either party, whether express or implied, of any provision or right in this EULA or any breach thereof, and no failure of either party to exercise or enforce any of its rights under this EULA, will constitute a continuing waiver with respect to such provision or right or as a breach or waiver or any other provision or right, whether or not similar.
15. **SEVERABILITY.** If any covenant or provision of the EULA is determined to be void or unenforceable in whole or part, then such void or unenforceable covenant or provision shall be deleted from this EULA and shall not affect or impair the enforceability or validity of any other covenant or provision of this EULA or any part thereof.
16. **GOVERNING LAW.** If you acquired the SOFTWARE in Italy, this EULA is governed by the Italian law and the courts of Bologna shall have exclusive jurisdiction on any dispute arising out or in connection with this Agreement. If the SOFTWARE was acquired outside Italy, then local law may apply.
17. **FURTHER INSTRUMENTS.** Except as otherwise expressly provided in this agreement, each party shall furnish to the other (and shall deliver and cause to be executed, acknowledged and delivered to the other) any further instruments, which such other party may reasonably require or deem necessary from time to time to evidence, establish, protect, enforce, defend or secure to such other party any or all of its rights hereunder or to more effectuate or carry out the purposes, provisions or intent of this agreement.
18. **CAPTIONS.** All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive, or to affect the meaning or scope of this agreement.
19. **ENTIRE AGREEMENT.** This EULA is the entire agreement between you and DEVDEPT relating to the SOFTWARE and the support services (if any) and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the SOFTWARE or any other subject matter covered by this EULA. To the extent

the terms of any DEVDEPT policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall overrule.

Version 1.22, Revised May 11, 2023