

Report and Dashboard Server Subscription

End-User License Agreement

DEVELOPER EXPRESS INC
DEVEXPRESS REPORT AND DASHBOARD SERVER
Copyright (C) 2011-2018 Developer Express Inc.

Last revised May, 2018

END-USER LICENSE AGREEMENT
FOR PRODUCTS INCLUDED IN THIS DISTRIBUTION
IMPORTANT - PLEASE READ THIS END-USER LICENSE AGREEMENT ("AGREEMENT")
CAREFULLY BEFORE DOWNLOADING OR USING THE PRODUCT(S) INCLUDED IN THIS
DISTRIBUTION/INSTALLATION.

This Developer Express Inc ("DEVEXPRESS") AGREEMENT constitutes a legally binding agreement between you or the business and/or entity which you represent ("You" or "LICENSEE"), any report and dashboard server end-users ("REPORT AND DASHBOARD END-USER") and DEVEXPRESS for all DEVEXPRESS server products, tools, end-user report designers, dashboards, demos, intermediate files, media, printed materials, and "online" or electronic documentation ("REPORT AND DASHBOARD SERVER") contained in this distribution.

By purchasing, installing, copying, or otherwise using the REPORT AND DASHBOARD SERVER, you acknowledge that you have read this AGREEMENT and you agree to be bound by its terms and conditions. If you are representing a business and/or entity, you acknowledge that you have the legal authority to bind the business and/or entity you are representing to all the terms and conditions of this AGREEMENT.

If you do not agree to any of the terms and conditions of this AGREEMENT or if you do not have the legal authority to bind the business and/or entity you are representing to any of the terms and conditions of this AGREEMENT, DO NOT INSTALL, COPY, USE, EVALUATE, OR REPLICATE IN ANY MANNER, ANY PART, FILE OR PORTION OF THE REPORT AND DASHBOARD SERVER.

The REPORT AND DASHBOARD SERVER is licensed, not sold.

1. GRANT OF LICENSE.

Subject to all the terms and conditions of this AGREEMENT, DEVEXPRESS grants LICENSEE a non-exclusive, non-transferable license to install and use the REPORT AND DASHBOARD SERVER included in this distribution as authorized in sections 1.1 through 1.4 below:

1.1 INDIVIDUAL USE LICENSE.

DEVEXPRESS licenses the REPORT AND DASHBOARD SERVER on a per-server basis and provides access to reports stored on the server using a Client Access License ("CALs") model. If you are an individual, you may install and use the REPORT AND DASHBOARD SERVER on a single server by

purchasing the REPORT AND DASHBOARD SERVER from DEVEXPRESS or its authorized resellers. To grant access to the REPORT AND DASHBOARD SERVER to REPORT AND DASHBOARD END-USER and in order to generate, view, and otherwise distribute reports stored on the REPORT AND DASHBOARD SERVER, you must purchase CALs for each REPORT AND DASHBOARD END-USER. Refer to Section 7 of this AGREEMENT for more information.

1.2 BUSINESS AND GOVERNMENT USE LICENSE.

DEVEXPRESS licenses the REPORT AND DASHBOARD SERVER on a per-server basis and provides access to reports stored on the server using a Client Access License ("CALs") model. If you represent a business and/or government entity, you may install and use the REPORT AND DASHBOARD SERVER on a single server by purchasing the REPORT AND DASHBOARD SERVER from DEVEXPRESS or its authorized resellers. To grant access to the REPORT AND DASHBOARD SERVER to REPORT AND DASHBOARD END-USER and in order to generate, view, and otherwise distribute reports stored on the REPORT AND DASHBOARD SERVER, you must purchase CALs for each REPORT AND DASHBOARD END-USER. Refer to Section 7 of this AGREEMENT for more information.

1.3 THIRTY (30) DAY EVALUATION (TRIAL) USE LICENSE.

If the REPORT AND DASHBOARD SERVER you have obtained is marked as a "TRIAL" or "EVALUATION," you may install one copy of the REPORT AND DASHBOARD SERVER 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 REPORT AND DASHBOARD SERVER must be uninstalled and all copies destroyed.

1.4 PRE-RELEASE SOFTWARE

REPORT AND DASHBOARD SERVER marked as PRE-RELEASE (including but not limited to the designation of Alpha, Beta, Community Technology Preview "CTP", or Release Candidate "RC") may contain deficiencies and as such, should not be considered for use or integrated in any mission critical application.

DEVEXPRESS may, at its sole discretion, discontinue availability of the PRE-RELEASE software, limit or modify PRE-RELEASE software functionality, or eliminate SUPPORT SERVICES for the PRE-RELEASE software at any time. For a complete list of PRE-RELEASE software, refer to the following webpage: <https://www.devexpress.com/pre-release>

2. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.

You may not reverse engineer, decompile, create derivative works or disassemble the REPORT AND DASHBOARD SERVER. If the REPORT AND DASHBOARD SERVER is purchased by you with the intent to reverse engineer, decompile, create derivative works, or the exploitation and unauthorized transfer of any DEVEXPRESS intellectual property and trade secrets, to include any exposed methods or source code where provided, no licensed right of use shall exist and any PRODUCT(s) created as a result shall be judged illegal by definition. Any sale or resale of intellectual property or created derivatives so obtained will be prosecuted to the fullest extent of all local, federal and international law.

3. SEPARATION OF COMPONENTS.

The REPORT AND DASHBOARD SERVER is licensed as a single PRODUCT(S). The REPORT AND DASHBOARD SERVER and its constituent parts and any provided redistributables may not be reverse engineered, decompiled, disassembled or separated for use on more than one computer, nor placed for distribution, sale, or resale as individual creations by LICENSEE. The provision of source code, if included with the REPORT AND DASHBOARD SERVER, does not constitute transfer of any legal rights to such code, and resale or distribution of all or any portion of all source code and intellectual property will be prosecuted to the fullest extent of all applicable local, federal and international laws. All DEVEXPRESS libraries, source code, redistributables and other files remain DEVEXPRESS's exclusive property.

4. RENTAL.

You may not rent, lease, or lend the REPORT AND DASHBOARD SERVER.

5. TRANSFER.

You may NOT permanently or temporarily transfer ANY of your rights under this AGREEMENT to any individual or business or government entity without prior written approval from DEVEXPRESS. Only you as the LICENSEE and REPORT AND DASHBOARD END-USER have the right to use the REPORT AND DASHBOARD SERVER.

6. COPYRIGHT.

All title and copyrights in and to the REPORT AND DASHBOARD SERVER (including but not limited to any DEVEXPRESS trademarks, copywritten images, demos, source code, intermediate files, packages, photographs, redistributables, animations, video, audio, music, text, and "applets" incorporated into the REPORT AND DASHBOARD SERVER the accompanying printed materials, and any copies of the REPORT AND DASHBOARD SERVER) are owned by DEVEXPRESS or its subsidiaries.

The REPORT AND DASHBOARD SERVER is protected by copyright laws and international treaty provisions and therefore, you must treat the REPORT AND DASHBOARD SERVER like any other copyrighted material except that you may install and use the REPORT AND DASHBOARD SERVER as described in this AGREEMENT.

7. REPORT AND DASHBOARD SERVER LICENSING AND CALs.

DEVEXPRESS licenses the REPORT AND DASHBOARD SERVER on a per-server basis.

A LICENSEE will be eligible to receive all minor updates for each major version of the REPORT AND DASHBOARD SERVER. If a new major version of the REPORT AND DASHBOARD SERVER is released by DEVEXPRESS, LICENSEE can optionally purchase an upgrade to the new major version of the REPORT AND DASHBOARD SERVER from DEVEXPRESS.

If the REPORT AND DASHBOARD SERVER is labeled as an update, you must be properly licensed to obtain the updated REPORT AND DASHBOARD SERVER. A REPORT AND DASHBOARD SERVER labeled as an update replaces and/or supplements the REPORT AND DASHBOARD SERVER that formed the basis for

your eligibility for the update, and together constitutes a single product. You may only use the updated product in accordance with all the terms of this AGREEMENT.

To grant access to reports stored on the REPORT AND DASHBOARD SERVER you must purchase CALs for each REPORT AND DASHBOARD END-USER. CALs do not expire and are perpetual regardless of the REPORT AND DASHBOARD SERVER version installed on your server.

Pricing for the REPORT AND DASHBOARD SERVER and CALs are listed on devexpress.com and subject to change with or without notice.

DEVEXPRESS reserves the right to discontinue the REPORT AND DASHBOARD SERVER or its constituents, at any time.

8. OPEN SOURCE.

The following open source libraries and projects are used within portions of the REPORT AND DASHBOARD SERVER:

@ngx-quill-editor (Open Source - MIT license)
Copyright (c) 2016 Simon Babay
<https://github.com/surmon-china/ngx-quill-editor/blob/master/LICENSE>

@ngx-translate/core (Open Source - MIT license)
Copyright (c) 2018 Olivier Combe
<https://github.com/ngx-translate/core/blob/master/LICENSE>

Ace (Open Source - BSD License)
Copyright (c) 2010, Ajax.org B.V. All rights reserved.
<https://github.com/ajaxorg/ace/blob/master/LICENSE>

Angular (Open Source - MIT License)
Copyright (c) 2014-2017 Google, Inc.
<https://angular.io/license>

ANTLR 3 C# (Open Source - BSD License)
Copyright (c) 2011 The ANTLR Project. All rights reserved.
<https://github.com/antlr/antlr3/blob/master/LICENSE.txt>

cldrjs JavaScript Library (Open Source - MIT License)
Copyright (c) Rafael Xavier de Souza
<http://rafael.xavier.blog.br>
<https://github.com/rxaviers/cldrjs/blob/master/LICENSE>

Globalize JavaScript Library (Open Source - MIT License)
Copyright (c) jQuery Foundation and other contributors
<http://jquery.org/license>

Json.NET (MIT License)
Copyright (c) 2007 James Newton-King
<http://www.newtonsoft.com/json>
[https://raw.githubusercontent.com/JamesNK/Newtonsoft.Json/master/LICENSE](https://raw.githubusercontent.com/JamesNK/Newtonsoft.Json/master/LICENSE.md)
E.md

jQuery JavaScript Library (Open Source - MIT License)
Copyright (c) jQuery Foundation and other contributors
<http://jquery.com/>

jQueryUI JavaScript Library (Open Source - MIT License)
Copyright (c) jQuery Foundation and other contributors
<http://jqueryui.com/>

Knockout JavaScript Library (Open Source - MIT License)
Copyright (c) Knockoutjs.com
<http://knockoutjs.com/>
<http://opensource.org/licenses/mit-license.php>

Microsoft.AspNet.SignalR (Open Source - Apache 2.0)
Copyright (c) .NET Foundation. All rights reserved.
<https://github.com/SignalR/SignalR/blob/dev/LICENSE.txt>

Moment.js (Open Source - MIT License)
Copyright (c) JS Foundation and other contributors
<https://github.com/moment/moment/blob/develop/LICENSE>

NgRx/platform (Open Source - MIT License)
Copyright (c) 2017 Brandon Roberts, Mike Ryan, Victor Savkin, Rob Wormald
<https://github.com/ngrx/platform/blob/master/LICENSE>

OWIN-MixedAuth (Open Source - MIT License)
Copyright (c) 2014 Mohammad Younes
<https://github.com/MohammadYounes/OWIN-MixedAuth/blob/master/LICENSE>

ReactiveX/rxjs (Open Source - Apache 2.0)
Copyright (c) 2015-2017 Google, Inc., Netflix, Inc., Microsoft Corp. and contributors
<https://github.com/ReactiveX/rxjs/blob/master/LICENSE.txt>

SignalR JavaScript client (Open Source - Apache 2.0)
Copyright (c) Microsoft Open Technologies, Inc. All Rights Reserved.
<https://github.com/SignalR/java-client/blob/master/license.txt>

Portions of the REPORT AND DASHBOARD SERVER may use or include the Open Sans Condensed Font - Designed by Steve Matteson. The Font is made available under the Apache 2.0 license:
<http://www.apache.org/licenses/LICENSE-2.0.html>

9. DOWNLOAD of REPORT AND DASHBOARD SERVER.

The REPORT AND DASHBOARD SERVER will be made available for download from DevExpress.com exclusively.

10. EXPORT RESTRICTIONS.

DEVEXPRESS expressly complies with all export restrictions imposed by the government of the United States of America. You, as LICENSEE, must agree not to export or re-export the REPORT AND DASHBOARD SERVER within any created application to any country, person, entity or end user subject to U.S.A. export restrictions. Restricted countries currently include, but are not necessarily limited to Cuba, Iran, North Korea, Sudan, and Syria. You warrant and represent that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied your export privileges.

11. DISCLAIMER OF WARRANTY.

DEVEXPRESS expressly disclaims any warranty for the REPORT AND DASHBOARD SERVER. THE REPORT AND DASHBOARD SERVER AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. DEVEXPRESS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE REPORT AND DASHBOARD SERVER IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE REPORT AND DASHBOARD SERVER REMAINS WITH YOU. No oral or written information or advice given by DEVEXPRESS or its employees shall create a warranty or in any way increase the scope of this warranty.

12. LIMITATIONS ON LIABILITY.

To the maximum extent permitted by applicable law, in no event shall DEVEXPRESS be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the REPORT AND DASHBOARD SERVER or the provision of or failure to provide Support Services, even if DEVEXPRESS has been advised of the possibility of such damages.

LICENSEE understands that the REPORT AND DASHBOARD SERVER may produce inaccurate results because of a failure or fault within the REPORT AND DASHBOARD SERVER or failure by LICENSEE to properly use and or deploy the REPORT AND DASHBOARD SERVER. LICENSEE assumes full and sole responsibility for any use of the REPORT AND DASHBOARD SERVER, and bears the entire risk for failures or faults within the REPORT AND DASHBOARD SERVER. You agree that regardless of the cause of failure or fault or the form of any claim, YOUR SOLE REMEDY AND DEVEXPRESS'S SOLE OBLIGATION SHALL BE GOVERNED BY THIS AGREEMENT AND IN NO EVENT SHALL DEVEXPRESS'S LIABILITY EXCEED THE PRICE PAID TO DEVEXPRESS FOR THE REPORT AND DASHBOARD SERVER. This Limited Warranty is void if failure of the REPORT AND DASHBOARD SERVER has resulted from accident, abuse, alteration, unauthorized use or misapplication of the REPORT AND DASHBOARD SERVER.

13. INDEMNIFICATION.

You hereby agree to indemnify DEVEXPRESS 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 REPORT AND DASHBOARD SERVER included herein, including without limitation any claims asserted by your end user customers.

14. U.S. GOVERNMENT RESTRICTED RIGHTS.

For REPORT AND DASHBOARD SERVER purchased, installed, copied or otherwise used on behalf of any United States Government agency or

department ("US GOVT"), US GOVT agrees that the REPORT AND DASHBOARD SERVER is acquired with restricted rights according to the following:

For the Department of Defense: The REPORT AND DASHBOARD SERVER is "Commercial Computer Software" as defined in Clause 252.227-7013(c) (1) of the DFARS.

For all agencies or departments: US GOVT rights in the REPORT AND DASHBOARD SERVER is defined in Clause 52.227-19(c) (2) of the FAR.

The manufacturer of the REPORT AND DASHBOARD SERVER is: Developer Express, Inc., 505 N. Brand Blvd Suite 1450 Glendale, CA 91203.

15. SUPPORT SERVICES.

DEVEXPRESS may provide you with support services related to the REPORT AND DASHBOARD SERVER ("SUPPORT SERVICES"). Use of SUPPORT SERVICES is governed by DEVEXPRESS policies and programs described in the user manual, in "on line" documentation and/or other DEVEXPRESS provided materials. DEVEXPRESS may restrict or otherwise discontinue SUPPORT SERVICES provided to you if your use of SUPPORT SERVICES is deemed by DEVEXPRESS, in its sole and reasonable discretion, to be excessive and beyond the scope of fair use.

Any supplemental content provided to you as part of the SUPPORT SERVICES shall be considered part of the REPORT AND DASHBOARD SERVER and subject to the terms and conditions of this AGREEMENT. With respect to technical information you provide to DEVEXPRESS as part of the SUPPORT SERVICES, DEVEXPRESS may use such information for its business purposes, including for REPORT AND DASHBOARD SERVER support and development.

16. TERMINATION.

Without prejudice to any other rights or remedies, DEVEXPRESS will terminate this AGREEMENT upon your failure to comply with all the terms and conditions of this AGREEMENT. In such events, LICENSEE must destroy all copies of the REPORT AND DASHBOARD SERVER and all of its component parts including any related documentation, and must remove ANY and ALL use of DEVEXPRESS intellectual property from any applications distributed by LICENSEE, whether in native, altered or compiled states.

17. TAX.

DEVEXPRESS delivers its software electronically and does not collect sales or use tax for residents of US states in which it operates. You should confirm that your local, state, or federal government does not impose any sales or use tax on electronically delivered software. You are entirely liable for any such sales or use tax.

18. PERSONAL DATA.

All Information DEVEXPRESS collects from you is stored and maintained on servers utilizing reasonable and appropriate data security safeguards. DEVEXPRESS does not lend, lease, sell, or market information it obtains from its customers or those who provide us personally identifiable information. DEVEXPRESS does not disclose purchase information or licensing information to third parties.

DEVEXPRESS collects personally identifiable information whenever you purchase/license a DEVEXPRESS product or service. Information includes Name, Address, Phone Number, Email address, Payment Information, Product Purchases, Licenses Owned, Employee/Contact Details, etc. The information we collect allows DEVEXPRESS to communicate with you regarding upcoming product updates, new product releases, company news and other important business matters.

DEVEXPRESS does not wish to receive, act to procure, nor desire to solicit, confidential or proprietary materials and information from you through the use of the REPORT AND DASHBOARD SERVER or SUPPORT SERVICES. Any and all materials, attachments, or information submitted by you as part of error submissions, or divulged during chats, online discussions, Support Center submissions, or made available to DEVEXPRESS in any manner will be deemed NOT to be confidential by DEVEXPRESS. You acknowledge that submissions to DEVEXPRESS will not be considered confidential or proprietary and that DEVEXPRESS will be under no obligation to keep such information confidential.

Your election to use the REPORT AND DASHBOARD SERVER indicates your acceptance of the terms of this AGREEMENT. You are responsible for maintaining confidentiality of your username, password and other sensitive information. You are responsible for all activities that occur in your user account and in case of any unauthorized activity on your account, you agree to inform DEVEXPRESS immediately by any method listed on the DEVEXPRESS website's Contacts page. DEVEXPRESS is not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

DEVEXPRESS may disclose or report Confidential Information in limited circumstances where it believes in good faith that disclosure is required under the law. For example, DEVEXPRESS may be required to disclose Confidential Information to cooperate with regulators or law enforcement authorities, to comply with a legal process such as a court order, subpoena, search warrant, or a law enforcement request. Additionally, if the ownership of all or substantially all of our business changes or we otherwise transfer assets relating to our business or the REPORT AND DASHBOARD SERVER to a third party, such as by merger, acquisition, bankruptcy proceeding or otherwise, we may transfer or sell your personal information to the new owner. In such a case, unless permitted otherwise by applicable law, your information would remain subject to the promises made in the applicable privacy policy unless you agree differently.

DEVEXPRESS' use of personal data is governed by the terms set forth in our comprehensive Privacy Policy:
<https://www.devexpress.com/aboutus/privacy-policy.xml>

18.1 CUSTOMER EXPERIENCE PROGRAM

When you optionally join the Customer Experience Program, your computer or device automatically transmits information to DEVEXPRESS about the usage of the REPORT AND DASHBOARD SERVER. This information is used to address issues within DEVEXPRESS products and improve quality/usability.

Opt in/Opt out

The Customer Experience Program is strictly optional and you can opt in or opt out of the program at any time by executing the DEVEXPRESS installer and making the appropriate selection within the installation program.

Privacy

The Customer Experience Program does not transmit personally identifiable information such as your name, address or phone number.

What we collect

The Customer Experience Program only collects information related to DEVEXPRESS controls and libraries. This information includes usage of DEVEXPRESS controls at design time within Visual Studio and usage of DEVEXPRESS demos. DEVEXPRESS CodeRush collects project type and file type information when you edit code in Visual Studio. No information is collected from applications/demos you create.

19. MISCELLANEOUS.

Where applicable, as part of the REPORT AND DASHBOARD SERVER installation, DEVEXPRESS may include and/or require the use of certain redistributable libraries made available in binary form by Microsoft under the terms and conditions of the following license agreement: .NET Library License (https://www.microsoft.com/net/dotnet_library_license.htm).

This AGREEMENT shall be construed, interpreted and governed by the laws of the State of Nevada, U.S.A. This AGREEMENT gives you specific legal rights; you may have others that vary from state to state and from country to country.

This AGREEMENT may only be modified in writing signed by you and an authorized officer of DEVELOPER EXPRESS INC. If any provision of this AGREEMENT is found void or unenforceable, the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in the Limited Warranty shall remain in effect.

DEVEXPRESS reserves all rights not specifically granted in this AGREEMENT.

Should you have any questions concerning this AGREEMENT, contact us directly in the United States at +1 (818) 844 3383, or write: Developer Express Inc. Legal department / 505 N. Brand Blvd Suite 1450, Glendale CA 91203.

All trademarks and registered trademarks are property of their respective owners.