

TestCafe Studio

End-User License Agreement

DEVELOPER EXPRESS INC

TestCafé Studio®

Copyright (C) 2011-2023 Developer Express Inc.

Last revised January, 2023

IMPORTANT- READ CAREFULLY: This DEVELOPER EXPRESS INC ("DEVEXPRESS") End-User License Agreement ("EULA") is a legal agreement between you, a tester of software applications, ("TESTER") and DEVEXPRESS for all DEVEXPRESS products, source code, demos, intermediate files, media, printed materials, and "online" or electronic documentation ("TESTCAFE STUDIO") contained in this distribution.

By installing, copying, or otherwise using TESTCAFE STUDIO, 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, OR EVALUATE TESTCAFE STUDIO.

TESTCAFE STUDIO is licensed, not sold.

1. GRANT OF LICENSE.

Subject to all the terms and conditions of this EULA, DEVEXPRESS grants TESTER a non-exclusive, non-transferable license to install and use TESTCAFE STUDIO for COMMERCIAL USE or NON-COMMERCIAL USE as authorized below:

1.1 COMMERCIAL USE LICENSE FOR INDIVIDUALS.

If you are an individual and are using TESTCAFE STUDIO for commercial purposes or for testing software applications sold for financial or commercial gain, you may install and use TESTCAFE STUDIO by purchasing a 12 month subscription from DEVEXPRESS or its authorized resellers.

1.2 COMMERCIAL USE LICENSE FOR BUSINESS AND GOVERNMENT ENTITIES.

DEVEXPRESS licenses TESTCAFE STUDIO on a per user basis. If you are a business or government entity, your employees may install and use TESTCAFE STUDIO by purchasing a 12 month subscription from DEVEXPRESS or its authorized resellers for each individual using TESTCAFE STUDIO.

1.3 NON-COMMERCIAL OR EVALUATION USE LICENSE.

If you are an individual, you may install and use TESTCAFE STUDIO for non-commercial purposes. If you are an individual and wish to evaluate TESTCAFE STUDIO, you may install and use TESTCAFE STUDIO for a period of 30 days from the date of installation.

1.4 PRE-RELEASE SOFTWARE

TESTCAFE STUDIO 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 AND DISASSEMBLY.

You may not reverse engineer, create derivative works or disassemble TESTCAFE STUDIO. If TESTCAFE STUDIO is purchased by you with the intent to reverse engineer, 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.

TESTCAFE STUDIO is licensed as a single product. TESTCAFE STUDIO and its constituent parts may not be reverse engineered, disassembled or separated for use on more than one computer, nor placed for distribution, sale, or resale as individual creations by TESTER. The provision of source code, if included with TESTCAFE STUDIO, 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 and other files remain DEVEXPRESS's exclusive property. You may not distribute any files contained in this distribution.

4. RENTAL.

You may not rent, lease, or lend TESTCAFE STUDIO.

5. TRANSFER.

You may NOT permanently or temporarily transfer ANY of your rights under this EULA to any individual or business or government entity without prior written approval from DEVEXPRESS. Regardless of any modifications which you make and regardless of how you might use TESTCAFE STUDIO, under no circumstances may the files included in the TESTCAFE STUDIO distribution (including any portions thereof) be used for testing websites or applications by anyone other than you. Only you as the licensed TESTER have the right to use TESTCAFE STUDIO (or any portions thereof) for testing websites or applications. You may not share copies of TESTCAFE STUDIO with other individuals. You may not reproduce or distribute any DEVEXPRESS documentation without the permission of DEVEXPRESS.

6. DISTRIBUTION AND COMPETITIVE PRODUCTS.

NO RIGHTS TO DISTRIBUTION ARE GRANTED WITHIN THIS END-USER LICENSE AGREEMENT.

AT NO TIME MAY TESTER CREATE ANY TOOL OR PRODUCT THAT DIRECTLY OR INDIRECTLY COMPETES WITH TESTCAFE STUDIO BY UTILIZING ALL OR ANY PORTION OF THE TESTCAFE STUDIO DISTRIBUTION.

7. COPYRIGHT.

TESTCAFE STUDIO is protected by copyright laws and international treaty provisions and therefore, you must treat TESTCAFE STUDIO like any other copyrighted material except that you may install and use TESTCAFE STUDIO as described in this EULA.

All title and copyrights in and to TESTCAFE STUDIO (including but not limited to any DEVEXPRESS trademarks, copywritten images, demos, source code, intermediate files, packages, photographs, animations, video, audio, music, text and accompanying printed materials in this distribution) are owned by DEVEXPRESS, its licensors and its subsidiaries. All title and intellectual property rights in and to third-party content that may be accessed through use of TESTCAFE STUDIO remains the property of its respective owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants TESTER no use rights to such content.

8. OPEN SOURCE LIBRARIES.

The open source libraries used in TESTCAFE STUDIO are done so pursuant to each individual open source library license and subject to the disclaimers and limitations on liability set forth in each open source library license.

8.1 INCLUDED LIBRARIES.

The following open source libraries are used and included within TESTCAFE STUDIO:

ansi_up (MIT License)

Copyright (c) 2011 Dru Nelson

https://github.com/drudru/ansi_up

@babel/core (MIT License)

Copyright (c) 2014-present Sebastian McKenzie and other contributors

<https://github.com/babel/babel/tree/main/packages/babel-core>

@babel/parser (MIT License)

Copyright (c) 2014-present Sebastian McKenzie and other contributors

<https://github.com/babel/babel/tree/main/packages/babel-parser>

@babel/runtime (MIT License)

Copyright (c) 2014-present Sebastian McKenzie and other contributors

<https://github.com/babel/babel/tree/main/packages/babel-runtime>

@babel/types (MIT License)

Copyright (c) 2014-present Sebastian McKenzie and other contributors

<https://github.com/babel/babel/tree/main/packages/babel-types>

chai (MIT License)

Copyright (c) 2017 Chai.js Assertion Library

<https://github.com/chaijs/chai>

chalk (MIT License)

Copyright (c) Sindre Sorhus (sindresorhus@gmail.com, sindresorhus.com)

<https://github.com/chalk/chalk>

chokidar (MIT License)

Copyright (c) 2012-2019 Paul Miller (<https://paulmillr.com>), Elan Shanker

<https://github.com/paulmillr/chokidar>

classnames (MIT License)

Copyright (c) 2018 Jed Watson

<https://github.com/JedWatson/classnames>

dedent (MIT License)

Copyright (c) 2015 Desmond Brand (dmnd@desmondbrand.com)

<https://github.com/dmnd/dedent>

electron (MIT License)

Copyright (c) 2013-2020 GitHub Inc.

<https://github.com/electron/electron>

@electron/remote (MIT License)

Copyright (c) 2013-2020 GitHub Inc.

<https://github.com/electron/remote>

electron-log (MIT License)

Copyright (c) 2016 Alexey Prokhorov

<https://github.com/megahertz/electron-log>

electron-updater (MIT License)

Copyright (c) 2015 Loophole Systems

<https://github.com/electron-userland/electron-builder/tree/master/packages/electron-updater>

endpoint-utils (MIT License)

Copyright (c) 2015 Ivan Nikulin (ifaaan@gmail.com)

<https://github.com/inikulin/endpoint-utils>

fix-path (MIT License)

Copyright (c) Sindre Sorhus (sindresorhus@gmail.com, sindresorhus.com)

<https://github.com/sindresorhus/fix-path>

flux (BSD License)

Copyright (c) 2014-present, Facebook, Inc. All rights reserved.

<https://github.com/facebook/flux>

glob (ISC License)

Copyright (c) Isaac Z. Schlueter and Contributors

<https://github.com/isaacs/node-glob>

hidefile (MIT License)

Copyright (c) Steven Vachon (contact@svachon.com, svachon.com)

<https://github.com/stevenvachon/hidefile>

hoist-non-react-statics (BSD License)

Copyright (c) 2015, Yahoo! Inc. All rights reserved.

<https://github.com/mridgway/hoist-non-react-statics>

import-lazy (MIT License)

Copyright (c) Sindre Sorhus (sindresorhus@gmail.com, sindresorhus.com)

<https://github.com/sindresorhus/import-lazy>

indent-string (MIT License)

Copyright (c) Sindre Sorhus (sindresorhus@gmail.com, sindresorhus.com)

<https://github.com/sindresorhus/indent-string>

inter-ui (OFL-1.1 License)

Copyright (c) Rasmus Andersson (<https://rsms.me>) and other contributors

<https://github.com/philipbelesky/inter-ui>

lodash (MIT License)

Copyright JS Foundation and other contributors (<https://js.foundation/>)

<https://github.com/lodash/lodash>

long.js (Apache 2.0 License)

Copyright (c) Daniel Wirtz

<https://github.com/dcodeIO/long.js>

mock-require (MIT License)

Copyright (c) 2014 Bob Lauer

<https://github.com/boblauer/mock-require>

moment (MIT License)

Copyright (c) JS Foundation and other contributors

<https://github.com/moment/moment>

Monaco Editor (MIT License)

Copyright (c) 2018 Microsoft Corporation

<https://github.com/Microsoft/monaco-editor>

node-machine.id (MIT License)

Copyright (c) 2016 Aleksandr Komlev

<https://github.com/automation-stack/node-machine-id>

node-zip (MIT License)

<https://github.com/daraosn/node-zip>

parse5 (MIT License)

Copyright (c) 2013-2016 Ivan Nikulin (ifaaan@gmail.com, <https://github.com/inikulin>)

<https://github.com/inikulin/parse5>

qrcode (MIT License)

Copyright (c) 2012 Ryan Day

<https://github.com/soldair/node-qrcode>

React (MIT License)

Copyright (c) 2013-present, Facebook, Inc.

<https://github.com/facebook/react/>

react-dom (MIT License)

Copyright (c) 2013-present, Facebook, Inc.

<https://github.com/facebook/react>

semver (ISC License)

Copyright (c) Isaac Z. Schlueter and Contributors

<https://github.com/npm/node-semver>

soap (MIT License)

Copyright (C) 2013 Vinay Pulim

<https://github.com/vpulim/node-soap>

stringify-object (BSD License)

Copyright (c) 2015, Yeoman team. All rights reserved.

<https://github.com/yeoman/stringify-object>

TestCafe (MIT License)

Copyright (c) 2011-2022 Developer Express Inc.

<https://github.com/DevExpress/testcafe>

testcafe-browser-tools (MIT License)

Copyright (c) 2011-2022 Developer Express Inc.

<https://github.com/DevExpress/testcafe-browser-tools>

testcafe-reporter-json (MIT License)

Copyright (c) 2011-2022 Developer Express Inc.

<https://github.com/DevExpress/testcafe-reporter-json>

testcafe-reporter-list (MIT License)

Copyright (c) 2011-2022 Developer Express Inc.

<https://github.com/DevExpress/testcafe-reporter-list>

testcafe-reporter-minimal (MIT License)

Copyright (c) 2011-2022 Developer Express Inc.

<https://github.com/DevExpress/testcafe-reporter-minimal>

testcafe-reporter-spec (MIT License)

Copyright (c) 2011-2022 Developer Express Inc.

<https://github.com/DevExpress/testcafe-reporter-spec>

testcafe-reporter-xunit (MIT License)

Copyright (c) 2011-2022 Developer Express Inc.

<https://github.com/DevExpress/testcafe-reporter-xunit>

@types/node (MIT License)

Copyrights are respective of each contributor listed at the beginning of each definition file.

<https://github.com/DefinitelyTyped/DefinitelyTyped/tree/master/types/node>

universal-analytics (MIT License)

Copyright (c) 2017 Peaks & Pies GmbH (hello@peaksandpies.com)

<https://github.com/peaksandpies/universal-analytics>

uuid (MIT License)

Copyright (c) 2010-2020 Robert Kieffer and other contributors

<https://github.com/uuidjs/uuid>

9. TWELVE (12) MONTH SUBSCRIPTION AND UPDATES

DEVEXPRESS licenses TESTCAFE STUDIO on a subscription basis. A subscription lasts for a 12 month period from the date of purchase and TESTER will be eligible to receive all major and minor updates for TESTCAFE STUDIO during this 12 month period. Upon expiration of a subscription (12 months, plus 1 day after original purchase date), TESTER can optionally renew the TESTCAFE STUDIO subscription for an additional 12 month period in order to receive major and minor updates of TESTCAFE STUDIO from DEVEXPRESS.

If TESTCAFE STUDIO is labeled as an update, you must be properly licensed to obtain the updated version of TESTCAFE STUDIO. A product labeled as an update replaces and/or supplements the product 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 EULA.

Pricing for the 12 month TESTCAFE STUDIO subscription and any subsequent renewal of the subscription are listed on DevExpress.com and subject to change with or without notice.

DEVEXPRESS reserves the right to discontinue TESTCAFE STUDIO or its constituent parts, at any time.

10. DOWNLOAD of TESTCAFE STUDIO.

TESTCAFE STUDIO shall be made available for download from DevExpress.com exclusively. All documentation shall be made available in electronic format only.

11. EXPORT RESTRICTIONS.

DEVEXPRESS expressly complies with all export restrictions imposed by the government of the United States of America. Restricted countries currently include, but are not necessarily limited to Cuba, Iran, North Korea, Sudan, Syria, and Venezuela. 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.

12. DISCLAIMER OF WARRANTY.

DEVEXPRESS expressly disclaims any warranty for TESTCAFE STUDIO. TESTCAFE STUDIO 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 TESTCAFE STUDIO IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF TESTCAFE STUDIO 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.

13. 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 goodwill, 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 TESTCAFE STUDIO or the provision of or failure to provide Support Services, even if DEVEXPRESS has been advised of the possibility of such damages.

TESTER understands that TESTCAFE STUDIO may produce inaccurate results because of a failure or fault within TESTCAFE STUDIO or failure by TESTER to properly use TESTCAFE STUDIO. TESTER assumes full and sole responsibility for any use of TESTCAFE STUDIO, and bears the entire risk for failures or faults within TESTCAFE STUDIO. 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 TESTCAFE STUDIO. This Limited Warranty is void if failure of TESTCAFE STUDIO has resulted from accident, abuse, alteration, unauthorized use or misapplication of TESTCAFE STUDIO.

Certain jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not be applicable.

14. INDEMNIFICATION.

You hereby agree to indemnify, hold harmless, and defend DEVEXPRESS and its officers, directors, employees, agents, and representatives from each and every demand, claim, lawsuit, and proceedings of any kind, ("CLAIMS") and all expenses, costs (including attorney's fees), judgments,

damages and other liabilities resulting from such CLAIMS, that arise or result from your use of TESTCAFE STUDIO.

15. U.S. GOVERNMENT RESTRICTED RIGHTS.

For TESTCAFE STUDIO purchased, installed, copied or otherwise used on behalf of any United States Government agency or department ("US GOVT"), US GOVT agrees that TESTCAFE STUDIO is acquired with restricted rights according to the following:

For the Department of Defense: TESTCAFE STUDIO 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 TESTCAFE STUDIO is defined in Clause 52.227-19(c)(2) of the FAR.

The manufacturer of TESTCAFE STUDIO is: Developer Express, Inc., 505 N. Brand Blvd Suite 1450, Glendale, CA 91203.

16. SUPPORT SERVICES.

DEVEXPRESS may provide you with support services related to TESTCAFE STUDIO ("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. Any supplemental information or code provided to you as part of SUPPORT SERVICES shall be considered part of TESTCAFE STUDIO and subject to the terms and conditions of this EULA. With respect to technical information you provide to DEVEXPRESS as part of SUPPORT SERVICES, DEVEXPRESS may use such information for its business purposes, including for TESTCAFE STUDIO support and development. 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.

17. TERMINATION.

Without prejudice to any other rights or remedies, DEVEXPRESS will terminate this EULA upon failure to comply with all the terms and conditions of this EULA. In such events, TESTER must destroy all copies of TESTCAFE STUDIO and all of its constituent parts including any related documentation.

18. 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.

19. 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 TESTCAFE STUDIO 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 TESTCAFE STUDIO 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 TESTCAFE STUDIO 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>

20. MISCELLANEOUS.

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

This EULA may only be modified in writing signed by you and an authorized officer of DEVEXPRESS. If any provision of this EULA 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 EULA.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT UPON INSTALLATION AND/OR USE of ALL PRODUCTS INCLUDED IN THIS DISTRIBUTION.

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

Should you have any questions concerning this EULA, or if you desire to contact DEVEXPRESS for any reason, please 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.