

DevExpress End-User License Agreement WPF Theme Designer



DEVELOPER EXPRESS INC
DEVEXPRESS WPF Theme Designer
Copyright (C) 2000-2023 Developer Express Inc.

Last revised August, 2023

IMPORTANT - READ CAREFULLY: This DEVELOPER EXPRESS INC ("DEVEXPRESS") End-User License Agreement ("EULA") is a legal agreement between you, a developer of software applications, ("Developer End User") and DEVEXPRESS for all programs, dlls, source code, demos, intermediate files, media, printed materials, and "online" or electronic documentation ("DEVEXPRESS THEME DESIGNER") contained in this installation file.

DEVEXPRESS grants to you as an individual, a personal, nonexclusive license to install and use the DEVEXPRESS THEME DESIGNER for the sole purposes of designing and creating WPF THEMES. By installing, copying, or otherwise using the DEVEXPRESS THEME DESIGNER, 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, USE, EVALUATE, OR REPLICATE IN ANY MANNER, ANY PART, FILE OR PORTION OF THE DEVEXPRESS THEME DESIGNER.

DEVEXPRESS THEME DESIGNER is licensed, not sold. If you are an individual, you must acquire an individual license for the DEVEXPRESS THEME DESIGNER from DEVEXPRESS. If you are an entity, you must acquire an individual license for each Developer End User within your organization from DEVEXPRESS.

If the DEVEXPRESS THEME DESIGNER you have obtained is marked as a "TRIAL" or "EVALUATION," you may install one copy of the DEVEXPRESS THEME DESIGNER for testing purposes for a period of 30 calendar days from the date of installation ("Evaluation Period"). Upon expiration of the Evaluation Period, the DEVEXPRESS THEME DESIGNER must be uninstalled and all copies destroyed.

RIGOROUS ENFORCEMENT OF INTELLECTUAL PROPERTY RIGHTS. If the licensed right of use for this DEVEXPRESS THEME DESIGNER is purchased by you with any intent to reverse engineer, decompile, create derivative works, and the exploitation or 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 of all applicable law. 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.

1. GRANT OF LICENSE.

This EULA, if legally executed as defined herein, licenses and so grants the single individual Developer End User the following rights:

DEVEXPRESS THEME DESIGNER - Developer End User may install and use the DEVEXPRESS THEME DESIGNER on a single computer. Developer End User may also install and use the DEVEXPRESS THEME DESIGNER on a portable computer.

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

You may not reverse engineer, decompile, create derivative works, translate, or disassemble the DEVEXPRESS THEME DESIGNER, and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You agree to take all reasonable, legal and appropriate measures to prohibit the illegal dissemination of the DEVEXPRESS THEME DESIGNER or any of its constituent parts and redistributables to the fullest extent of all applicable local, US Codes and International Laws and Treaties regarding anti-circumvention, including but not limited to, the Geneva and Berne World Intellectual Property Organization (WIPO) Diplomatic Conferences.

3. SEPARATION OF COMPONENTS.

The DEVEXPRESS THEME DESIGNER is licensed as a single PRODUCT. The DEVEXPRESS THEME DESIGNER and its constituent parts 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 Developer End User. The provision of source code, if included with the DEVEXPRESS THEME DESIGNER, 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.

4. RENTAL.

You may not rent, lease, or lend the DEVEXPRESS THEME DESIGNER.

5. TRANSFER.

You may NOT permanently or temporarily transfer ANY of your rights under this EULA to any individual or entity without prior written approval from DEVEXPRESS. Regardless of any modifications which you make and regardless of how you might compile, link, and/or package your programs, under no circumstances may the libraries, Redistributables, and/or other files of the DEVEXPRESS THEME DESIGNER (including any portions thereof) be used for developing programs by anyone other than you. Only you as the licensed Developer End User have the right to use the libraries, redistributables, or other files of the DEVEXPRESS THEME DESIGNER (or any portions thereof) for developing programs created with the DEVEXPRESS THEME DESIGNER. In particular, you may not share copies of the Redistributables with other co-developers. You may not reproduce or distribute any DEVEXPRESS documentation without DEVEXPRESS's explicit permission.

6. REDISTRIBUTION.

DEVEXPRESS THEME DESIGNER may not be redistributed without the express written consent of DEVEXPRESS.

AT NO TIME MAY DEVELOPER END USER CREATE ANY TOOL, REDISTRIBUTABLE, OR PRODUCT THAT DIRECTLY OR INDIRECTLY COMPETES WITH DEVEXPRESS THEME DESIGNER WHICH UTILIZES ALL OR ANY PORTION OF THE DEVEXPRESS THEME DESIGNER contained within this installation.

7. UPGRADES.

If the DEVEXPRESS THEME DESIGNER is labeled as an upgrade, you must be properly licensed to use the DEVEXPRESS THEME DESIGNER identified by DEVEXPRESS as being eligible for the upgrade in order to use the DEVEXPRESS THEME DESIGNER. A DEVEXPRESS THEME DESIGNER labeled as an upgrade replaces and/or supplements the DEVEXPRESS THEME DESIGNER that formed the basis for your eligibility for the upgrade, and together constitutes a single PRODUCT(S). You may use the resulting upgraded PRODUCT(S) only in accordance with all the terms of this EULA.

8. COPYRIGHT.

All title and copyrights in and to the DEVEXPRESS THEME DESIGNER (including but not limited to any copywritten images, demos, source code, intermediate files, packages, photographs, redistributables, animations, video, audio, music, text, and "applets" incorporated into the DEVEXPRESS THEME DESIGNER the accompanying printed materials, and any copies of the DEVEXPRESS THEME DESIGNER) are owned by DEVEXPRESS or its subsidiaries. The DEVEXPRESS THEME DESIGNER is protected by copyright laws and international treaty provisions and therefore, you must treat the DEVEXPRESS THEME DESIGNER like any other copyrighted material except that you may install the DEVEXPRESS THEME DESIGNER as described in this EULA.

9. OPEN SOURCE LIBRARIES.

The following open source libraries are used and included within this DEVEXPRESS THEME DESIGNER:

NLog (BSD License)

Copyright (c) 2004-2016 Jaroslaw Kowalski (jaak@jkwalski.net), Kim Christensen, Julian Verdurmen

<http://nlog-project.org/>

<https://raw.githubusercontent.com/NLog/NLog/master/LICENSE.txt>

Unity (Microsoft patterns & practices – Apache 2.0)

Copyright (c) Microsoft. All rights reserved.

<https://github.com/unitycontainer/unity>

<https://github.com/unitycontainer/unity/blob/master/LICENSE.txt>

Json.NET (MIT License)

Copyright (c) 2007 James Newton-King

<http://www.newtonsoft.com/json>

<https://raw.githubusercontent.com/JamesNK/Newtonsoft.Json/master/LICENSE.md>

XamlStyler (Apache 2.0)

<https://github.com/Xavalon/XamlStyler/blob/master/LICENSE.txt>

Reactive Extensions (Apache 2.0)

Copyright (c) .NET Foundation and Contributors

<https://github.com/Reactive-Extensions/Rx.NET/blob/develop/LICENSE>

ColorWheel Control and Tools for WPF and Silverlight (BSD)

Copyright (c) 2011, Andrew Syrov. All rights reserved.

<http://color.codeplex.com/license>

AvalonEdit (MIT License)

Copyright (c) The SharpDevelop Team

<https://opensource.org/licenses/MIT>

Graphviz – Graph Visualization Software (Eclipse Public License – v 1.0)

Copyright (c) AT&T Research and Lucent Bell Labs

<https://gitlab.com/graphviz/graphviz/blob/master/LICENSE>

QuickGraph, Graph Data Structures And Algorithms for .NET (Ms-PL)

Copyright (c) Jonathan “Peli” de Halleux

<https://quickgraph.codeplex.com/license>

Graphviz4Net (BSD)

Copyright (c) 2012, Stepan Sindelar

<https://graphviz4net.codeplex.com/license>

DotParser (Public Domain)

<https://github.com/auduchinok/DotParser/blob/master/LICENSE.txt>

ANTLR (BSD)

Copyright (c) 2014, ANTLR / Terence Parr

<http://www.antlr.org/license.html>

The open source libraries included in the DEVEXPRESS THEME DESIGNER 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.

10. DUAL-MEDIA DEVEXPRESS THEME DESIGNER.

You may receive the DEVEXPRESS THEME DESIGNER in more than one medium. Regardless of the medium, you may use only one medium that is appropriate for your single computer. You may not loan, sell, rent, lease, or otherwise transfer in any manner the other medium to another user or entity.

11. U.S. GOVERNMENT RESTRICTED RIGHTS.

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

For the Department of Defense: The DEVEXPRESS THEME DESIGNER 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 DEVEXPRESS THEME DESIGNER is defined in Clause 52.227-19(c)(2) of the FAR.

The manufacturer of the DEVEXPRESS THEME DESIGNER is: Developer Express, Inc., 330 N. Brand Blvd Suite 370, Glendale, CA 91203.

12. 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 SOFTWARE DEVELOPMENT PRODUCT(S) 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, 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.

13. DISCLAIMER OF WARRANTY.

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

14. 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 DEVEXPRESS THEME DESIGNER or the provision of or failure to provide Support Services, even if DEVEXPRESS has been advised of the possibility of such damages.

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

15. 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 attorneys 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 DEVEXPRESS THEME DESIGNER included herein.

16. SUPPORT SERVICES.

DEVEXPRESS may provide you with support services related to the DEVEXPRESS THEME DESIGNER ("SUPPORT SERVICES"). Use of SUPPORT SERVICES is governed by DEVEXPRESS policies and programs described in the website terms of use, 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 information, data, files, builds, or product installations provided to you as part of the SUPPORT SERVICES shall be considered part of the DEVEXPRESS THEME DESIGNER 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 DEVEXPRESS THEME DESIGNER support and development.

If the DEVEXPRESS THEME DESIGNER you have obtained is marked as "COMPLIMENTARY" or "FREE", or if your DEVEXPRESS THEME DESIGNER Subscription has expired or your DEVEXPRESS THEME DESIGNER license was revoked due to U.S. Treasury Department-related sanctions, DEVEXPRESS shall restrict the availability of SUPPORT SERVICES, and may discontinue applicable SUPPORT SERVICES at its sole discretion, without advance notice.

17. TERMINATION.

Without prejudice to any other rights or remedies, DEVEXPRESS will terminate this EULA upon your failure to comply with all the terms and conditions of this EULA. In such events, you must destroy all copies of the DEVEXPRESS THEME DESIGNER and all of its component parts including any related documentation, and must remove ANY and ALL use of such technology immediately from any applications using technology contained in the DEVEXPRESS THEME DESIGNER developed by you, whether in native, altered or compiled state.

18. TAX.

DEVEXPRESS may be required by local, state, or national government laws, to collect sales or use tax from you. If DEVEXPRESS is not legally required to collect any applicable taxes at the time of purchase, you should confirm that your local, state, or national 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 the DEVEXPRESS THEME DESIGNER 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 DEVEXPRESS THEME DESIGNER 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 DEVEXPRESS THEME DESIGNER 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 DEVELOPER EXPRESS INC. 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.

To the extent that the DEVEXPRESS THEME DESIGNER includes or incorporates any open source software, copies of the applicable open source license(s) are provided along with this EULA. You agree to fully comply with the terms of any such open source license(s).

DEVEXPRESS reserves all rights not specifically granted in this EULA.

ACKNOWLEDGEMENTS. Developer End User acknowledges that he or she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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 / 330 N. Brand Blvd Suite 370, Glendale, CA 91203.

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