

WPF Theme Editor

End-User License Agreement

DEVEXPRESS WPF THEME EDITOR

END-USER LICENSE AGREEMENT

Copyright (C) 2000-2023 Developer Express Inc.

Last revised November, 2023

IMPORTANT- READ CAREFULLY: This DEVELOPER EXPRESS INC ("DEVEXPRESS") End-User License Agreement ("EULA" or "AGREEMENT") 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 EDITOR") contained in this installation file.

DEVEXPRESS grants to you as an individual, a personal, nonexclusive license to install and use the DEVEXPRESS THEME EDITOR for the sole purposes of designing, developing, testing, and deploying application programs which you create. By installing, copying, or otherwise using the DEVEXPRESS THEME EDITOR, 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 EDITOR.

This AGREEMENT is the entire agreement between DEVEXPRESS and LICENSEE concerning its subject matter (including the license, access, and use of the SOFTWARE DEVELOPMENT PRODUCT(S), and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a LICENSEE quote, bid, purchase order, or in any other LICENSEE terms or order documentation (collectively "LICENSEE DOCUMENTATION") is void. In the event of any conflict or inconsistency between the terms of this AGREEMENT and any LICENSEE DOCUMENTATION, the terms of this AGREEMENT shall prevail.

DEVEXPRESS THEME EDITOR is licensed, not sold. If you are an individual, you must acquire an individual license for the DEVEXPRESS THEME EDITOR 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 EDITOR you have obtained is marked as a "TRIAL" or "EVALUATION," you may install one copy of the DEVEXPRESS THEME EDITOR 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 EDITOR must be uninstalled and all copies destroyed.

RIGOROUS ENFORCEMENT OF INTELLECTUAL PROPERTY RIGHTS. If the licensed right of use for this DEVEXPRESS THEME EDITOR 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 EDITOR - Developer End User may install and use the DEVEXPRESS THEME EDITOR on a single computer. Developer End User may also install and use the DEVEXPRESS THEME EDITOR 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 EDITOR, 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 EDITOR 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 EDITOR is licensed as a single PRODUCT. The DEVEXPRESS THEME EDITOR 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 Developer End User. The provision of source code, if included with the DEVEXPRESS THEME EDITOR, 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. You may not distribute any files, except those that DEVEXPRESS has expressly designated as Redistributable.

4. RENTAL.

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

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 EDITOR (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 EDITOR (or any portions thereof) for developing programs created with the DEVEXPRESS THEME EDITOR. 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. ROYALTY FREE REDISTRIBUTION.

DEVEXPRESS THEME EDITOR 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 EDITOR WHICH UTILIZES ALL OR ANY PORTION OF THE DEVEXPRESS THEME EDITOR contained within this installation.

7. UPGRADES.

If the DEVEXPRESS THEME EDITOR is labeled as an upgrade, you must be properly licensed to use the DEVEXPRESS THEME EDITOR identified by DEVEXPRESS as being eligible for the upgrade in order to use the DEVEXPRESS THEME EDITOR. A DEVEXPRESS THEME EDITOR labeled as an upgrade replaces and/or supplements the DEVEXPRESS THEME EDITOR 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 EDITOR (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 EDITOR the accompanying printed materials, and any copies of the DEVEXPRESS THEME EDITOR) are owned by DEVEXPRESS or its subsidiaries. The DEVEXPRESS THEME EDITOR is protected by copyright laws and international treaty provisions and therefore, you must treat the DEVEXPRESS THEME EDITOR like any other copyrighted material except that you may install the DEVEXPRESS THEME EDITOR as described in this EULA.

9. DUAL-MEDIA DEVEXPRESS THEME EDITOR.

You may receive the DEVEXPRESS THEME EDITOR 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.

10. U.S. GOVERNMENT RESTRICTED RIGHTS.

The Licensed Software is Commercial Computer Software provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor-manufacturer is Developer Express Inc. / 330 N. Brand Blvd Suite 370, Glendale, CA 91203.

11. 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.

12. NOTE ON JAVA SUPPORT.

Certain DEVEXPRESS THEME EDITOR may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java technology could lead directly to death, personal injury, or severe physical or environmental damage.

13. DISCLAIMER OF WARRANTY.

DEVEXPRESS expressly disclaims any warranty for the DEVEXPRESS THEME EDITOR. THE DEVEXPRESS THEME EDITOR 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 EDITOR IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE DEVEXPRESS THEME EDITOR 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 EDITOR 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 EDITOR may produce inaccurate results because of a failure or fault within the DEVEXPRESS THEME EDITOR or failure by Developer End User to properly use and or deploy the DEVEXPRESS THEME EDITOR. Developer End User assumes full and sole responsibility for any use of the DEVEXPRESS THEME EDITOR, and bears the entire risk for failures or faults within the DEVEXPRESS THEME EDITOR. 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 EDITOR. This Limited Warranty is void if failure of the DEVEXPRESS THEME EDITOR has resulted from accident, abuse, alteration, unauthorized use or misapplication of the DEVEXPRESS THEME EDITOR.

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 EDITOR included herein.

16. FOR SOFTWARE COMPONENT PRODUCTS THAT EMULATE THE LOOK & FEEL AND CAPABILITIES OF THE MICROSOFT(R) OFFICE(R) 2007 and 2010 UI.

No rights are provided to Developer End User to the Microsoft(r) Office(r) 2007 and 2010 UI under this DEVEXPRESS License Agreement. To learn more about licensing requirements for the Microsoft(r) Office(r) 2007 and 2010 UI, you must contact Microsoft Corporation directly. Information related to Microsoft's licensing requirements for the Office(r) 2007 and 2010 UI can be found at: <http://msdn.microsoft.com/officeui>.

17. SUPPORT SERVICES.

DEVEXPRESS may provide you with support services related to the DEVEXPRESS THEME EDITOR ("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. 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 EDITOR support and development. DEVEXPRESS will not utilize such technical information in a form that personally identifies you.

If the DEVEXPRESS THEME EDITOR you have obtained is marked as "COMPLIMENTARY" or "FREE", or if your DEVEXPRESS THEME EDITOR Subscription has expired or your DEVEXPRESS THEME EDITOR 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.

18. 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 EDITOR 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 EDITOR developed by you, whether in native, altered or compiled state.

19. 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.

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 AGREEMENT may only be modified in writing signed by you and an authorized officer of Developer Express Inc. This AGREEMENT is the entire agreement between DEVEXPRESS and LICENSEE concerning its subject matter (including the license, access, and use of the SOFTWARE DEVELOPMENT PRODUCT(S)), and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a LICENSEE quote, bid, purchase order, or in any other LICENSEE terms or order documentation (collectively "LICENSEE DOCUMENTATION") is void. In the event of any conflict or inconsistency between the terms of this AGREEMENT and any LICENSEE DOCUMENTATION, the terms of this AGREEMENT shall prevail.

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.

To the extent that the DEVEXPRESS THEME EDITOR 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.