

## **Edraw Component License Agreement**

**This License Agreement is an agreement between you and EdrawSoft.**

### **1. INTRODUCTION**

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2.1.1 Single Developer License allows a single developer to develop a single application using our component. You can distribute the component to a company or a website. There are no run time or deployment costs and the license never expires. The license price includes the software upgrades for the first year.

2.1.2 Team Developer License allows maximum 5 developers to develop a single applications using our component. You can distribute the component to a company or a website. There are no run time or deployment costs and the license never expires. The license price includes the software upgrades for the first year.

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2.2 A company or organization should have the same office address. The global enterprise needs multiple licenses. A website is defined as a single physical address, i.e. a building or group of buildings sharing the same postal address.

2.3 Any product that you create using Edraw Components must not compete with the Edraw Components in any way. e.g., your product must not be a software development tool (.DLL, .VBX, .OCX, OLE Object, etc.) intended for distribution to other software developers or system integrators. You may not extend access to the OCX properties, methods or events either directly or indirectly.

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#### **7. WARRANTY**

7.1 Subject to the limitations upon its liability set out in clause 8, EdrawSoft warrants that:

7.1.1 for a period of 90 days from the date you purchased the Software, it will materially conform to the electronic documentation provided with it; and

7.1.2 with respect to any physical diskette(s), the same shall be free from defects in materials and workmanship for a period of 90 days from purchase.

7.2 In the event of notification within the warranty period stated in clause 7.1, EdrawSoft shall replace the defective Software and/or diskette(s). Your remedy for breach of the warranties set out in clause 7.1 shall be limited to replacement of the defective materials and shall not encompass any other damages.

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8.2 Except as provided in clause 8.1, EdrawSoft's maximum liability to you for any cause whatsoever will be limited to the amount paid for the Software.

## **9. REFUNDS**

This software purchase is non-refundable. Fully functioning 30-day trial versions of this software can be freely downloaded from our website. The trial version is intended to allow you to evaluate the capabilities of this software, determine whether this software meets your requirements, and to confirm reliability.

## **10. SEVERABILITY**

If a Court or other competent authority decides that any provision of this Agreement is void or otherwise ineffective in whole or in part then any other part and the other terms and conditions of this Agreement shall continue in full force and effect.

## **11. THIRD PARTY RIGHTS**

The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

## **12. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous agreements, arrangements or undertakings between the parties relating to the subject matter of this Agreement and any representations or warranties previously given or made to it.

### **13. ASSIGNMENT**

You may not assign this Agreement nor any of its rights or obligations hereunder nor sub-license the use (in whole or in part) of the Software without EdrawSoft's prior consent.

### **14. NOTICES**

14.1 All notices shall be given:

14.1.1 to EdrawSoft via e-mail at [support@edrawsoft.com](mailto:support@edrawsoft.com);

14.1.2 to you at either the e-mail or postal address you provide during any ordering process.

14.2 Notice will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

### **15. GOVERNING LAW**

This Agreement is governed by and interpreted in accordance with English law. Any disputes or claims relating to this Agreement shall be subject to the exclusive jurisdiction of the English Courts.