Software License Agreement – Ultimate

**Software License Agreement** - For products in the Infragistics Ultimate toolset, including ASP.NET, Windows Forms, WPF, Silverlight, JavaScript (Ignite UI for JavaScript), Angular (Ignite UI for Angular), Reporting, Windows Phone, LightSwitch, UWP, Xamarin, iOS (NucliOS) and Android. This Software License Agreement DOES NOT cover the SharePoint, SharePlus, ReportPlus, Indigo Studio, Icons or Automated Testing products.

(November 2017)

PLEASE READ THIS LICENSE AGREEMENT ("LICENSE") CAREFULLY. THIS LICENSE IS A LEGAL AGREEMENT BETWEEN INFRAGISTICS AND YOU AND BY DOWNLOADING THE SOFTWARE YOU ARE AGREEING THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW, UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU ARE THE EMPLOYEE OR AGENT OF SUCH COMPANY (OR OTHER ENTITY) AND YOU HAVE THE AUTHORITY TO ENTER INTO THIS LICENSE ON BEHALF OF SUCH COMPANY (OR OTHER ENTITY).

WARNING------------------- INFRAGISTICS IS WILLING TO LICENSE THE SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS LICENSE.

I. OWNERSHIP; LICENSE GRANT.
A. As between the parties, Infragistics owns all right, title and interest in and to the computer software and associated media and materials including any related documentation such as standard training, user or reference manuals delivered in machine readable form or on-line at the Infragistics website (collectively, the "SOFTWARE") and any and all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing embodied therein ("Intellectual Property Rights"). The SOFTWARE is licensed, not sold, to You by Infragistics. There are no implied licenses and Infragistics retains all rights not expressly granted to You in this LICENSE. All corrections, bug fixes, enhancements, updates, additions, or new releases ("Updates") created by or on behalf of Infragistics and provided or made available to You as part of the SOFTWARE will, together with all applicable Intellectual Property Rights, be owned by Infragistics, but will be included as part of the SOFTWARE for purposes of the license granted to You hereunder.

B. Infragistics hereby grants to You, and You accept, a non-exclusive, non-transferable, non-sublicensable, revocable and limited license to access, use, copy and modify the SOFTWARE, in object code form as authorized in Section II of this LICENSE or source code form, subject to Sections II and IV of this LICENSE.

II. TRIAL LICENSE; PERMITTED USES.
A. You may install, copy, and use trial/developer versions of the SOFTWARE solely for the limited purposes of displaying product demonstrations, trials and design time evaluations,
and running a product tour, in each case internally for the purposes of performing an
evaluation of the SOFTWARE, all in accordance with this LICENSE. All trial/developer
versions of the SOFTWARE are subject to the rights, requirements and obligations of this
LICENSE.

B. The SOFTWARE is licensed for full use per registered developer, upon payment of the
then-current per developer license fee, at which time the SOFTWARE may be installed and
used on more than one computer or on a network server, as long as the use of the
SOFTWARE is limited to the registered developer(s) for whom a license fee has been paid.

C. For purposes of both the trial license and full license, the SOFTWARE is in "use" on a
computer when it is loaded into temporary memory (e.g., RAM) or installed into permanent
memory (e.g., hard disk, CD-ROM, or other storage devise) of that computer. However,
installation on a network server for the sole purpose of internal distribution to one or more
other computer(s) shall not constitute "use" for which a separate license is required,
provided you have a separate license for each computer to which the SOFTWARE is
distributed.

D. Solely with respect to the documentation included or otherwise made available as part of
the SOFTWARE, You may make a copies (either in hardcopy or electronic form); provided,
that such copies shall be for Your internal use only as required to exercise Your rights
hereunder and are not to be republished or distributed to any third party.

E. All copies of the SOFTWARE or the included/available documentation made by You or
Your registered developers shall include Infragisticsí copyright, trademark, service mark, and
other proprietary notices in the same form and location as the notice appears on the
original work.

III. PROHIBITED USES.
A. You may not, nor may any of Your registered developers, without the prior written
permission of Infragistics:
• disassemble, decompile or "unlock", decode or otherwise reverse translate or engineer, or
attempt in any manner to reconstruct or discover any source code or underlying algorithms
of SOFTWARE which is provided in object code form only, or create any derivative works of
the SOFTWARE except as expressly permitted in Section IV;
• use, copy, modify or merge copies of the SOFTWARE and any accompanying documents
except as permitted in this LICENSE;
• transfer, rent, lease, or sublicense the SOFTWARE;
• distribute the SOFTWARE in a run-time in the context of the Forms Designer Host
(including usage of SOFTWARE in context of
System.ComponentModel.Design.DesignSurface,
System.ComponentModel.Design.IDesignerHost and
System.ComponentModel.Design.DocumentDesigner);
• separate the computer software programs comprising the SOFTWARE for use by more
than one user at a time; or
• distributing the application AppStylist for Windows Forms or AppStylist for ASP.NET
IV. SOURCE CODE.
A. Provided You have purchased license rights to the SOFTWARE's source code (the "Source Code"), You or Your registered developer(s) shall be and hereby are granted a non-exclusive, non-transferable, non-sublicensable, revocable and limited license to access, use, copy and modify the Source Code, including the right to may make modifications, enhancements, derivative works and/or extensions ("Modifications") to the SOFTWARE or Source Code utilizing any such Source Code, subject to the terms of this Section IV. If You or Your organization/company license any Source Code, any and all additional licenses for the related SOFTWARE product held by Your organization/company or for Your developers must include (and all respective fees must be paid for) the rights to the respective Source Code.

B. While Infragistics does not claim any ownership rights in applications, frameworks or components developed using the Source Code, in the event You or any of Your developers design, develop or create any Modifications to the SOFTWARE or Source Code, either independently or jointly with Infragistics, such Modifications and all Intellectual Property Rights associated therewith will be the exclusive property of Infragistics. You will, however, be entitled to use such Modifications under the terms set forth in this LICENSE. You and Your developers agree to assign, and hereby assign, to Infragistics the ownership of all such right, title and interests in such Modifications including, without limitation, all Intellectual Property Rights therein and Infragistics shall have the right to obtain and hold same in its own name, without obligation of any kind to You except for the rights granted under this LICENSE. You also agree to, and shall ensure Your developer(s), execute, acknowledge and deliver to Infragistics all documents and do all things Infragistics deems necessary or desirable, at no cost to You or them but at Infragistics expense, to enable Infragistics to obtain and secure its rights to such Modifications anywhere in the world. You agree to secure all necessary rights and obligations from Your employees, consultants or agents in order to satisfy the foregoing obligations. You will not grant, either expressly or impliedly, any rights, title, interest, or licenses to any such Modifications to any third party.

C. You may not distribute the Source Code, or any Modifications to the SOFTWARE or Source Code, in source code form.

D. Under no circumstances may any portion of the source code be distributed, disclosed or otherwise made available to any third party without the express, prior written consent of Infragistics.

E. Under no circumstances may any Source Code be used, in whole or in part, as the basis for creating a product that provides the same, or substantially the same, functionality as any Infragistics product. You will not take any action, or assist or otherwise aid anyone else in taking any action that would limit Infragistics' independent development, sale, assignment, licensing or use of its own software or any modification, enhancement, derivative work and/or extension thereto.

F. YOU UNDERSTAND AND ACKNOWLEDGE THAT SOURCE CODE IS LICENSED AS IS, AND THAT INFRAGISTICS DOES NOT PROVIDE ANY TECHNICAL SUPPORT FOR SOURCE CODE.

V. REDISTRIBUTABLE COMPONENTS.
A. In addition to the license and rights granted in Sections I and II, Infragistics grants you the right to use the presentation layer framework portion of the SOFTWARE in electronic format (collectively "PLF") provided:

- You may use the PLF to create your own components, as long as, it is NOT the basis for creating a product that provides the same, or substantially the same, functionality as any Infragistics product; and
- in the event You or any of Your developers design, develop or create any Modifications to the PLF, either independently or jointly with Infragistics, such Modifications and all Intellectual Property Rights associated therewith will be the exclusive property of Infragistics.

You will, however, be entitled to use such Modifications under the terms set forth in this LICENSE. You and Your developers agree to assign, and hereby assign, to Infragistics the ownership of all such right, title and interests in such Modifications to the PLF including, without limitation, all Intellectual Property Rights therein and Infragistics shall have the right to obtain and hold same in its own name, without obligation of any kind to You except for the rights granted under this LICENSE. You also agree to, and shall ensure Your developer(s), execute, acknowledge and deliver to Infragistics all documents and do all things Infragistics deems necessary or desirable, at no cost to You or them but at Infragistics expense, to enable Infragistics to obtain and secure its rights to such Modifications anywhere in the world. You agree to secure all necessary rights and obligations from Your employees, consultants or agents in order to satisfy the foregoing obligations. You will not grant, either expressly or impliedly, any rights, title, interest, or licenses to any such Modifications to any third party.

B. In addition to the license and rights granted in Sections I and II, Infragistics grants You a non-exclusive, royalty-free, revocable and limited license right to reproduce and distribute, in object code form, those portions of the SOFTWARE identified in the documentation as: (i) the VBX and/or OCX controls and/or DLL controls and/or class files and/or jar files; and (ii) REDISTRIBUTABLE DLLs, (collectively the "REDISTRIBUTABLES"); provided that:

- You distribute the REDISTRIBUTABLES in object code form only in conjunction with and as part of your software application product which adds significant and primary functionality;
- You do not use Infragistics' name, logo or trademarks to market your software application product.

C. In addition to the other requirements set forth in this Section V, You hereby agree to indemnify, hold harmless, and defend Infragistics from and against any and all liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising from or related to any claim, action, proceeding or allegation that arises or results, either directly or indirectly, from: (i) Your use and the use by Your employees, consultants and agents of the SOFTWARE; (ii) any breach by YOU or them of the terms of this LICENSE; and (iii) the use and distribution of any of Your software application product(s) or components.

VI. U.S. EXPORT REGULATIONS.

U.S. law prohibits Infragistics, its licensees and resellers from exporting its products to, or supporting customers or resellers in, certain countries. For specific questions regarding export regulations, please visit the Bureau of Industry and Security web site at
The SOFTWARE and the underlying information and technology may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Orders. By downloading or using the SOFTWARE, You are agreeing to the foregoing and You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.

Infragistics Ultimate, Infragistics Professional, Infragistics for Windows Forms, Infragistics for WPF, Infragistics for ASP.NET and Ignite UI from version 14.1 and above, are self-classified with an ECCN of 5D992.c under EAR 740.17(b)(1), an Authorization Type of MMKT ("Mass Market") and an Export Registration Number (ERN) of R112092. These products encrypt Microsoft Excel documents using the .NET Framework Cryptography APIs as described in "2.3.4 ECMA-376 Document Encryption" of the document known as "[MS-OFFCRYPTO]: Office Document Cryptography Structure" which can be found at https://msdn.microsoft.com/en-us/library/cc313071(v=office.12).aspx. The rest of Infragistics products have an ECCN of EAR99.

VII. OSM MAP DATA USAGE.
All OSM Map Data is licensed for use under and subject to the terms of the Creative Commons Attribution 2.0 License ("CC-BY-SA 2.0 License") found at http://creativecommons.org/licenses/by/2.0/. BEFORE USING THE OSM DATA IN CONJUNCTION WITH YOUR APPLICATION, YOU SHOULD CAREFULLY READ AND UNDERSTAND THE CC-BY-SA 2.0 LICENSE.

VIII. ACADEMIC LICENSE ELIGIBILITY REQUIREMENTS.
Infragistics offers qualified educational institutions or organizations and eligible academic end users the ability to buy educational licenses of Infragistics products for educational instruction purposes. Educational versions of Infragistics products can not be used for any commercial purpose. Programs and prices are subject to change without notice. Please contact us for eligibility requirements or if you have any other questions about the Infragistics Education Program, e-mail us at: Academics@infragistics.com.

IX. TERM;TERMINATION.
A. The term of this LICENSE will commence on the Effective Date and will remain in effect in perpetuity, unless otherwise terminated in accordance with this Section IX.

B. You may voluntarily terminate this LICENSE at any time by deleting all copies of the SOFTWARE. Infragistics credit policy is available upon request.

C. This LICENSE and your right to use the SOFTWARE will terminate immediately without notice from Infragistics if You fail to comply with the terms and conditions of this LICENSE. This is in addition to and not in lieu of any criminal, civil or other remedies available to Infragistics.
D. Upon any termination of this LICENSE, all rights granted to You in the SOFTWARE and under this LICENSE will immediately cease. You agree to destroy the SOFTWARE (including all accompanying documentation) and all copies thereof in any form.

In addition to this Section IX, the following Sections will survive any termination or of this LICENSE: I.A, III, IV.B, V, X, XII, XIII and XV.

X. CONFIDENTIALITY.
You acknowledge and agree that the SOFTWARE provided to you pursuant to this LICENSE, as well as any Source Code, Updates and Modifications thereto contain trade secrets, know-how and other confidential and proprietary information including, without limitation, the concepts, techniques, ideas, algorithms, methods, and structure and design elements embodied and expressed in any computer programs or modules included in the SOFTWARE, as well as the structure, sequence and organization of such programs or modules ("Confidential Information") that is the exclusive property of Infragistics, the development of which required the expenditure of considerable time and money by Infragistics. You further acknowledge that any disclosure to third parties of the Confidential Information may cause immediate and irreparable harm to Infragistics.

You agree to maintain in confidence the SOFTWARE, Source Code, any Updates and Modifications as well as all Confidential Information by using at least the same physical and other security measures as you use for your own confidential technical information and documentation, but in no event less that a commercially reasonable standard of care. You further agree not to disclose the SOFTWARE, Source Code, any Updates and Modifications and the Confidential Information to anyone other than Your employees or contractors who have a need to know or obtain access to such Confidential Information in order to support your authorized use of the SOFTWARE and who are bound to protect the SOFTWARE, Source Code, any Updates and Modifications and such Confidential Information against any other use or disclosure. You shall be fully responsible for Your employees' or consultants' compliance with this Section X. These obligations shall not apply to any portion of the SOFTWARE, Source Code, any Updates and Modifications or Confidential Information which is: (i) generally available to the public, or (ii) independently developed by You without reliance on the Confidential Information, or (iii) approved in writing for release by Infragistics without restriction.

XI. U.S. GOVERNMENT RESTRICTED RIGHTS.
If You are acquiring the SOFTWARE on behalf of any unit or agency of the United States Government (collectively, the "Government"), the following provisions apply. The Government agrees: (i) if supplied to the Department of Defense (DoD), the SOFTWARE is "Commercial Computer Software" and the Government acquires the SOFTWARE with "restricted rights," as defined in Clause 252.227-7013(c)(1) of the DFARS; (ii) if the SOFTWARE is supplied to any other Government unit or agency, the Government's rights in the SOFTWARE are defined in Clause 52.227-19(c)(2) of the FAR; but if the SOFTWARE is supplied to NASA, the Government's rights are defined in Clause 18-52.227-86(d) of the NASA supplement to the FAR. Manufacturer is Infragistics, Inc., 2 Commerce Drive, Cranbury, NJ 08512.
XII. LIMITED WARRANTY.
A. You represent, warrant and covenant that: (i) all of Your employees and consultants will abide by the terms of this Agreement; and (ii) You will comply with all applicable laws, regulations, rules, orders and other requirements, now or hereafter in effect, of any applicable governmental authority, in its performance of this LICENSE. Notwithstanding any terms to the contrary in this LICENSE, You will remain responsible for acts or omissions of all employees or consultants of Yours to the same extent as if such acts or omissions were undertaken by You. You assume responsibility for the selection of the SOFTWARE to achieve your intended results, and for the installation, use, and results obtained from the SOFTWARE.

B. Except with respect to REDISTRIBUTABLES and Source Code, which are provided "AS IS," without warranty of any kind, Infragistics warrants that the SOFTWARE will perform substantially in accordance with its accompanying documentation for a period of thirty (30) days from the Effective Date. INFRAGISTICS DOES NOT PROVIDE ANY TECHNICAL SUPPORT FOR SOURCE CODE.

C. Except as set forth in Section XII.B, the SOFTWARE IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS OF ANY KIND. INFRAGISTICS AND ITS LICENSORS AND/OR SUPPLIERS DO NOT WARRANT THAT ANY OF THE SOFTWARE WILL BE FREE FROM BUGS, ERRORS, OR OMISSIONS. INFRAGISTICS AND ITS LICENSORS/SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SOFTWARE WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL (i) WARRANTIES OF MERCHANTABILITY, (ii) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT INFRAGISTICS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE), OR (iii) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE RELIED ON NO SUCH WARRANTIES.

XIII. LIMITATION OF LIABILITIES.
A. Infragistics’ and its licensors'/suppliers’ entire liability, in contract, tort or otherwise, and your exclusive remedy under the performance warranty set forth in Section XII.B, shall be, at Infragistics’ option, either: (i) return of the purchase price paid, or (ii) repair or replacement of the defective SOFTWARE. This limited warranty is void if failure of the SOFTWARE has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE will be warranted for the remainder of the original thirty (30) day period.

B. Infragistics’ total, aggregate liability, whether in contract, tort, or otherwise, arising out of Your use or the use of Your employees or consultants of, or in connection with, the SOFTWARE, or otherwise under this LICENSE, shall in no event exceed the amount of the license fee paid or payable by You to Infragistics, if any, under this LICENSE. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION

C. IN NO EVENT SHALL INFRAGISTICS OR ITS SUPPLIERS BE LIABLE TO YOUR OR ANY THIRD
PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, OR ANY OTHER LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, OR IN CONNECTION WITH THIS LICENSE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF INFRAGRISTICS HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

D. Some states and jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, or the exclusion of implied warranties, so the limitations in Sections XIII.B and XIII.C may not apply to you.

XIV. THIRD PARTY COMPONENTS, USAGE & RESTRICTIONS.
A. The SOFTWARE may include certain third party components ("MS-PL Components") licensed under the Microsoft Permissive License ("MS-PL"). A list of included MS-PL Components and their respective licenses shall be provided upon request.
To the extent required by the MS-PL, the terms of such license will apply in lieu of the terms of this Agreement, and Infragistics, Inc. hereby represents and warrants that the license granted to such MS-PL Components will be no less broad than the license granted in this Agreement. To the extent the terms of the license applicable to MS-PL Components prohibit any of the restrictions in this agreement with respect to such MS-PL Components, such restrictions will not apply to such MS-PL Components. The MS-PL Components are provided "as is" by the third party licensors who disclaim all liabilities, damages, (even if they have been advised of the possibility of such damages), warranties, indemnities and other obligations of any kind, express or implied, with regard to the MS-PL Components. The MS-PL Components are excluded from any indemnity provided by Infragistics Inc. in this license. Nothing in the foregoing affects any performance warranty provided by Infragistics Inc. with regard to the SOFTWARE as a whole.

B. The SOFTWARE may also include third party components ("Other Components") licensed under, and subject to the permission of the MIT License found at https://opensource.org/licenses/MIT. The Other Components are provided "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE OTHER COMPONENTS OR THE USE OF OTHER DEALINGS IN THE OTHER COMPONENTS.

C. Note: To the best of our knowledge, Microsoft does not forbid third-party companies from developing a product for the XPS document generation. However, according to the XML Paper Specification Patent License, we need to provide the following notice for your information:
This product may incorporate intellectual property owned by Microsoft Corporation. The terms and conditions upon which Microsoft is licensing such intellectual property can be found at http://www.microsoft.com/whdc/XPS/XpsLicense.mspx.
XV. MISCELLANEOUS.
This LICENSE is governed by, and shall be construed in accordance with the laws of the State of New Jersey as applied to agreements entered into and to be performed entirely within New Jersey. This LICENSE is the entire agreement between You and Infragistics regarding the subject matter hereof and supersedes all other agreements between us, whether written or oral, relating to this subject matter hereof. In the event of a conflict between this Agreement and any terms of service or other information on the Infragistics web-site, this Agreement will prevail. You may not transfer Your rights under this LICENSE to any third party. If any provision of this LICENSE is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this LICENSE will nonetheless remain in full force and effect.

PATENTS PENDING. The following products are covered by one or more pending patents: Infragistics® Ultimate, Infragistics® Professional, AppStylist® for ASP.NET, AppStylist® for Windows Forms, NuclIOs, Ignite UI, Indigo Studio, Quince Pro, ReportPlus and SharePlus. The SOFTWARE is protected by United States copyright laws and international treaty provisions. All rights are reserved worldwide.