# STIMULSOFT REPORTS, STIMULSOFT DASHBOARDS, STIMULSOFT FORMS, STIMULSOFT DESIGNER, STIMULSOFT DEMO, DEVELOPER LICENSE AGREEMENT

This Stimulsoft, ("STIMULSOFT") Developer License Agreement ("DLA") is a legal agreement between you, software developer ("DEVELOPER") and STIMULSOFT for STIMULSOFT REPORTS, STIMULSOFT DASHBOARDS, STIMULSOFT FORMS, STIMULSOFT DESIGNER and STIMULSOFT DEMO identified above and including components, source code (if provided), demos, intermediate files, media, printed materials, and "online" or electronic documentation ("SOFTWARE") contained in this installation file.

STIMULSOFT grants to you, a personal, nonexclusive license to install and use the SOFTWARE for the sole purposes of designing, developing, testing, and deploying application programs which you create. If you are an entity, you must designate one individual within your organization to use the SOFTWARE in the manner provided herein.

The SOFTWARE contains functionality intended to limit the duration of its use and is intended to collect certain usage metrics. The installation of this software will install files necessary to operate the software onto the DEVELOPER'S computer and other system files may be installed or updated. As with all installations, back up of the DEVELOPER'S hard drive is recommended before installing the software.

The SOFTWARE is runtime royalty-free for Redistributables.

By installing, copying, or otherwise using the SOFTWARE, you agree to be bound by the terms of this DLA. If you do not agree to any part of the terms of this DLA, DO NOT INSTALL, USE, DISTRIBUTE IN ANY MANNER, OR REPLICATE IN ANY MANNER, ANY PART, FILE OR PORTION OF THE SOFTWARE.

All SOFTWARE is licensed, not sold.

## **RIGHTS**

You may install and use 1 (one) copy of the SOFTWARE, including any and all source code if provided, or any prior version legally licensed for the same operating system, on a single computer. You acknowledge and agree that if the SOFTWARE's source code is provided, it remains a confidential trade secret of STIMULSOFT.

You may transfer all of your rights to use the SOFTWARE to another person (within your company), provided that you transfer to that person all of the software and documentation provided in this package (including this license agreement), and transfer or destroy all copies in any form. Remember, once you transfer the SOFTWARE, you no longer have any right to use it, and the person to whom it is transferred may use it only in accordance with the copyright law, international treaty, and this license.

## RESTRICTIONS

You may not rent, lease, lend, copy, modify, sub-license, time-share, electronically transmit or receive the SOFTWARE, except as provided in this license, or as directed by STIMULSOFT. You may alter the source code of the SOFTWARE, excluding file names and copyright inscriptions, for the purpose of your use as authorized by this Agreement, but you may not otherwise translate, reverse engineer, decompile or disassemble or otherwise alter the SOFTWARE or its documentation.

You may not reverse engineer, decompile, create derivative works, modify, translate, or disassemble the SOFTWARE, 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 SOFTWARE 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.

DEVELOPER shall not expose SOFTWARE API to its customers, but only its own API.

DEVELOPER may NOT distribute the SOFTWARE, in any format, to other users for report design, development or application compilation purposes. Specifically, if DEVELOPER creates a component using the SOFTWARE as a constituent component, DEVELOPER may NOT distribute the component created with the SOFTWARE (in any format) to users to be used at design time and or for ANY development purposes. This restriction applies to "design time" within IDE (Microsoft Visual Studio and others).

DEVELOPER MUST NOT CREATE ANY TOOL OR SOFTWARE THAT DIRECTLY OR INDIRECTLY COMPETES WITH THE SOFTWARE WHICH UTILIZES ALL OR ANY PORTION OF THE SOFTWARE.

THE TRIAL VERSION OF THE SOFTWARE IS FOR TEST PURPOSES ONLY. THE TRIAL VERSION MAY NOT BE USED IN THE DEVELOPMENT AND PRODUCTION.

DEVELOPER MUST NOT TRANSMIT DESIGNER.EXE OR ANY OTHER STANDALONE DESIGNER TO SOMEBODY ELSE FOR REPORT DESIGN OR ANY OTHER PURPOSES.

The SOFTWARE is licensed as a single PRODUCT. The SOFTWARE 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. The provision of source code, if included with the SOFTWARE, 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 STIMULSOFT libraries, source code if provided, redistributables and other files remain STIMULSOFT exclusive property. You may not distribute any files, except those that STIMULSOFT has expressly designated as Redistributable.

SOFTWARE may include certain files ("Redistributables") intended for distribution by you to the users of programs you create. Redistributables include those files selected for deployment by an install utility provided with the SOFTWARE. In any event, the Redistributables for the SOFTWARE are only those files specifically designated as such by STIMULSOFT. Subject to all of the terms and conditions in this DLA, you may reproduce and distribute exact copies of the Redistributables, provided that such copies are made from the original copy of the SOFTWARE or the copy transferred to a single hard disk. Copies of Redistributables may only be distributed with and for the sole purpose of executing application programs permitted under this DLA that you have created using the SOFTWARE. Under no circumstances may any copies of Redistributables be distributed separately.

# REDISTRIBUTABLES

The following files are considered redistributables under this DLA:

#### Stimulsoft Ultimate

## .NET

Stimulsoft.Base.dll

Stimulsoft.Blockly.dll

Stimulsoft.BlocklyEditor.Wpf.dll

Stimulsoft.Controls.dll

Stimulsoft.Controls.Win.dll

Stimulsoft.Controls.Wpf.dll

Stimulsoft.Dashboard.dll

Stimulsoft.Dashboard.Design.dll

Stimulsoft.Dashboard.Drawing.dll

Stimulsoft.Dashboard.Export.dll

Stimulsoft.Dashboard.Viewer.dll

Stimulsoft.Data.dll

Stimulsoft.Database.dll

Stimulsoft.Design.dll

Stimulsoft.Editor.dll

Stimulsoft.Map.dll

Stimulsoft.Report.dll

Stimulsoft.Report.Check.dll

Stimulsoft.Report.Design.dll

Stimulsoft.Report.Helper.dll

Stimulsoft.Report.Web.dll

Stimulsoft.Report.Win.dll

Stimulsoft.Svg.dll

All .xml localization files

# .NET CORE

Stimulsoft.Base.dll

Stimulsoft.Blockly.dll

Stimulsoft.Dashboard.dll

Stimulsoft.Dashboard.Drawing.dll

Stimulsoft.Dashboard.Export.dll

Stimulsoft.Data.dll

Stimulsoft.Drawing.dll

Stimulsoft.Map.dll

Stimulsoft.Report.dll

Stimulsoft.Report.Angular.dll

Stimulsoft.Report.Check.dll

Stimulsoft.Report.Helper.dll

Stimulsoft.Report.Mvc.NetCore.dll

Stimulsoft.Report.Web.dll

Stimulsoft.Report.WebDesign.dll

Stimulsoft.Svg.dll

Stimulsoft.System.dll

Stimulsoft.System.Web.dll

All .xml localization files

# ASP.NET, ASP.NET MVC

Stimulsoft.Base.dll

Stimulsoft.Blockly.dll

Stimulsoft.Dashboard.dll

Stimulsoft.Dashboard.Drawing.dll

Stimuls of t. Dashboard. Export. dll

Stimulsoft.Data.dll

Stimulsoft.Map.dll

Stimulsoft.Report.dll

Stimulsoft.Report.Angular.dll

Stimulsoft.Report.Check.dll

Stimulsoft.Report.Helper.dll

Stimulsoft.Report.Mvc.dll

Stimulsoft.Report.Web.dll

Stimulsoft.Report.WebDesign.dll

Stimulsoft.Svg.dll

All .xml localization files

## **BLAZOR**

Stimulsoft.Base.dll

Stimulsoft.Blockly.dll

Stimulsoft.Dashboard.dll

Stimulsoft.Dashboard.Drawing.dll

Stimulsoft.Dashboard.Export.dll

Stimulsoft.Data.dll

Stimulsoft.Drawing.dll

Stimulsoft.Map.dll

Stimulsoft.Report.dll

Stimulsoft.Report.Blazor.dll

Stimulsoft.Report.Check.dll

Stimulsoft.Report.Helper.dll

Stimulsoft.Report.Web.dll

Stimulsoft.Report.WebDesign.dll

Stimulsoft.Svg.dll

Stimulsoft.System.dll

Stimulsoft.System.Web.dll

All .xml localization files

### **ANGULAR**

Stimulsoft.Base.dll

Stimulsoft.Blockly.dll

Stimulsoft.Dashboard.dll

Stimulsoft.Dashboard.Drawing.dll

Stimulsoft.Dashboard.Export.dll

Stimulsoft.Data.dll

Stimulsoft.Drawing.dll

Stimulsoft.Map.dll

Stimulsoft.Report.Mvc.dll

Stimulsoft.Report.dll

Stimulsoft.Report.Angular.dll

Stimulsoft.Report.Check.dll

Stimulsoft.Report.Helper.dll

Stimulsoft.Report.Mvc.NetCore.dll

Stimulsoft.Report.Web.dll

Stimulsoft.Report.WebDesign.dll

Stimulsoft.Svg.dll

Stimulsoft.System.dll

Stimulsoft.System.Web.dll

All files in stimulsoft-viewer-angular folder

All files in stimulsoft-designer-angular folder

All .xml localization files

# **WPF**

Stimulsoft.Base.dll

Stimulsoft.Blockly.dll

Stimuls of t. Blockly Editor. Wpf.dll

Stimulsoft.Client.Designer.dll

Stimulsoft.Controls.Wpf.dll

Stimulsoft.Data.dll

Stimulsoft.Database.Wpf.dll

Stimulsoft.Dashboard.Drawing.Wpf.dll

Stimulsoft.Dashboard.Viewer.Wpf.dll

Stimulsoft.Editor.Wpf.dll

Stimulsoft.Map.dll

Stimulsoft.Report.dll

Stimulsoft.Report.Check.dll Stimulsoft.Report.Helper.dll Stimulsoft.Report.Wpf.dll Stimulsoft.Report.WpfDesign.dll Stimulsoft.Report.WpfDesign.Design.dll Stimulsoft.Svg.dll All .xml localization files

## **AVALONIA**

Stimulsoft.Base.dll
Stimulsoft.Blockly.dll
Stimulsoft.Data.dll
Stimulsoft.Drawing.dll
Stimulsoft.Map.dll
Stimulsoft.Report.dll
Stimulsoft.Report.Check.dll
Stimulsoft.Report.Helper.dll
Stimulsoft.Report.Viewer.Avalonia.dll
Stimulsoft.System.dll
All .xml localization files

# JS

All stimulsoft.\*.js scripts files All stimulsoft.\*.d.ts definitions files All stimulsoft.\*.css styles files All .xml localization files

## **JAVA**

All stimulsoft-\*.jar product files All .xml localization files

## **PHP**

All stimulsoft.\*.js scripts files All stimulsoft.\*.d.ts definitions files All stimulsoft.\*.css styles files All .php product files All .xml localization files

## **PYTHON**

All stimulsoft.\*.js scripts files All stimulsoft.\*.css styles files All .py product files All .xml localization files

### **FORMS**

Stimulsoft.Base.dll Stimulsoft.Form.dll Stimulsoft.Form.Pdf.dll Stimulsoft.Form.Web.dll All files in stimulsoft-forms folder All .xml localization files

# Stimulsoft Reports.WEB

Stimulsoft.Base.dll Stimulsoft.Blockly.dll Stimulsoft.Data.dll Stimulsoft.Drawing.dll Stimulsoft.Map.dll Stimulsoft.Report.dll Stimulsoft.Report.Angular.dll Stimulsoft.Report.Check.dll Stimulsoft.Report.Helper.dll Stimulsoft.Report.Mvc.dll

Stimulsoft.Report.Mvc.NetCore.dll

Stimulsoft.Report.Web.dll

Stimulsoft.Report.WebDesign.dll

Stimulsoft.Svg.dll Stimulsoft.System.dll Stimulsoft.System.Web.dll

All .xml localization files

## **Stimulsoft Reports.NET**

Stimulsoft.Base.dll

Stimulsoft.Blockly.dll

Stimulsoft.BlocklyEditor.Wpf.dll

Stimulsoft.Controls.dll

Stimulsoft.Controls.Win.dll

Stimulsoft.Controls.Wpf.dll

Stimulsoft.Data.dll

Stimulsoft.Database.dll

Stimulsoft.Map.dll

Stimulsoft.Design.dll

Stimulsoft.Editor.dll

Stimulsoft.Report.dll

Stimulsoft.Report.Check.dll

Stimulsoft.Report.Design.dll

Stimulsoft.Report.Helper.dll

Stimulsoft.Report.Web.dll

Stimulsoft.Report.Win.dll Stimulsoft.Svg.dll All .xml localization files

# **Stimulsoft Reports.BLAZOR**

Stimulsoft.Base.dll

Stimulsoft.Blockly.dll

Stimulsoft.Data.dll

Stimulsoft.Drawing.dll

Stimulsoft.Map.dll

Stimulsoft.Report.dll

Stimulsoft.Report.Blazor.dll

Stimulsoft.Report.Check.dll

Stimulsoft.Report.Helper.dll

Stimulsoft.Report.Web.dll

Stimulsoft.Report.WebDesign.dll

Stimulsoft.Svg.dll

Stimulsoft.System.dll

Stimulsoft.System.Web.dll

All .xml localization files

# **Stimulsoft Reports.ANGULAR**

Stimulsoft.Base.dll

Stimulsoft.Blockly.dll

Stimulsoft.Data.dll

Stimulsoft.Drawing.dll

Stimulsoft.Map.dll

Stimulsoft.Report.Mvc.dll

Stimulsoft.Report.dll

Stimulsoft.Report.Angular.dll

Stimulsoft.Report.Check.dll

Stimulsoft.Report.Helper.dll

 $\overline{Stimulsoft.Report.Mvc.NetCore.dll}$ 

Stimulsoft.Report.Web.dll

Stimulsoft.Report.WebDesign.dll

Stimulsoft.Svg.dll

Stimulsoft.System.dll

Stimulsoft.System.Web.dll

All files in stimulsoft-viewer-angular folder

All files in stimulsoft-designer-angular folder

All .xml localization files

# **Stimulsoft Reports.WPF**

Stimulsoft.Base.dll

Stimulsoft.Blockly.dll

Stimulsoft.BlocklyEditor.Wpf.dll

Stimulsoft.Client.Designer.dll

Stimulsoft.Controls.Wpf.dll

Stimulsoft.Data.dll

Stimulsoft.Database.Wpf.dll

Stimulsoft.Editor.Wpf.dll

Stimulsoft.Map.dll

Stimulsoft.Report.dll

Stimulsoft.Report.Check.dll

Stimulsoft.Report.Helper.dll

Stimulsoft.Report.Wpf.dll

Stimulsoft.Report.WpfDesign.dll

Stimulsoft.Report.WpfDesign.Design.dll

Stimulsoft.Svg.dll

All .xml localization files

# **Stimulsoft Reports.AVALONIA**

Stimulsoft.Base.dll

Stimulsoft.Blockly.dll

Stimulsoft.Data.dll

Stimulsoft.Drawing.dll

Stimulsoft.Map.dll

Stimulsoft.Report.dll

Stimulsoft.Report.Check.dll

Stimulsoft.Report.Helper.dll

Stimulsoft.Report.Viewer.Avalonia.dll

Stimulsoft.System.dll

All .xml localization files

# Stimulsoft Reports.UWP

Stimulsoft.Base.UWP.dll

Stimulsoft.Controls.UWP.dll

Stimulsoft.Helper.UWP.dll

Stimulsoft.ImageConverter.UWP.dll

Stimulsoft.Report.Design.UWP.dll

Stimulsoft.Report.UWP.dll

Stimulsoft.Report.Viewer.UWP.dll

All .xml localization files

# Stimulsoft Reports.JS

All stimulsoft.\*.js scripts files All stimulsoft.\*.d.ts definitions files All stimulsoft.\*.css styles files All .xml localization files

# Stimulsoft Reports.JAVA

All stimulsoft-\*.jar product files All .xml localization files

# **Stimulsoft Reports.PHP**

All stimulsoft.\*.js scripts files All stimulsoft.\*.d.ts definitions files All stimulsoft.\*.css styles files All .php product files All .xml localization files

# **Stimulsoft Reports.PYTHON**

All stimulsoft.\*.js scripts files All stimulsoft.\*.css styles files All .py product files All .xml localization files

#### Stimulsoft Dashboards.WEB

Stimulsoft.Base.dll Stimulsoft.Blockly.dll Stimulsoft.Dashboard.dll Stimulsoft.Dashboard.Drawing.dll Stimulsoft.Dashboard.Export.dll Stimulsoft.Data.dll Stimulsoft.Map.dll Stimulsoft.Report.dll Stimulsoft.Report.Check.dll Stimulsoft.Report.Helper.dll Stimulsoft.Report.Mvc.dll Stimulsoft.Report.Mvc.NetCore.dll Stimulsoft.Report.Web.dll Stimulsoft.Report.WebDesign.dll Stimulsoft.Svg.dll Stimulsoft.System.dll Stimulsoft.System.Web.dll All .xml localization files

## Stimulsoft Dashboards.WIN

Stimulsoft.Base.dll

Stimulsoft.Blockly.dll

Stimulsoft.BlocklyEditor.Wpf.dll

Stimulsoft.Controls.dll

Stimulsoft.Controls.Win.dll

Stimulsoft.Controls.Wpf.dll

Stimulsoft.Dashboard.dll

Stimulsoft.Dashboard.Design.dll

Stimulsoft.Dashboard.Drawing.dll

Stimulsoft.Dashboard.Drawing.Wpf.dll

Stimulsoft.Dashboard.Export.dll

Stimulsoft.Dashboard.Viewer.dll

Stimulsoft.Dashboard.Viewer.Wpf.dll

Stimulsoft.Data.dll

Stimulsoft.Database.dll

Stimulsoft.Design.dll

Stimulsoft.Editor.dll

Stimulsoft.Map.dll

Stimulsoft.Report.dll

Stimulsoft.Report.Check.dll

Stimulsoft.Report.Design.dll

Stimulsoft.Report.Helper.dll

Stimulsoft.Report.Win.dll

Stimulsoft.Report.Wpf.dll

Stimulsoft.Svg.dll

All .xml localization files

# Stimulsoft Dashboards.JS

All stimulsoft.\*.js scripts files

All stimulsoft.\*.d.ts definitions files

All stimulsoft.\*.css styles files

All .xml localization files

## Stimulsoft Dashboards.PHP

All stimulsoft.\*.js scripts files

All stimulsoft.\*.d.ts definitions files

All stimulsoft.\*.css styles files

All .php product files

All .xml localization files

## Stimulsoft Dashboards.PYTHON

All stimulsoft.\*.js scripts files

All stimulsoft.\*.css styles files

All .py product files

All .xml localization files

# Stimulsoft Dashboards.BLAZOR

Stimulsoft.Base.dll

Stimulsoft.Blockly.dll

Stimulsoft.Dashboard.dll

Stimulsoft.Dashboard.Drawing.dll

Stimulsoft.Dashboard.Export.dll

Stimulsoft.Data.dll

Stimulsoft.Drawing.dll

Stimulsoft.Map.dll

Stimulsoft.Report.dll

Stimulsoft.Report.Blazor.dll

Stimulsoft.Report.Check.dll

Stimulsoft.Report.Helper.dll

Stimulsoft.Report.Web.dll

Stimulsoft.Report.WebDesign.dll

Stimulsoft.System.dll

Stimulsoft.System.Web.dll

All .xml localization files

# Stimulsoft Dashboards.ANGULAR

Stimulsoft.Base.dll

Stimulsoft.Blockly.dll

Stimulsoft.Dashboard.dll

Stimulsoft.Dashboard.Drawing.dll

Stimulsoft.Dashboard.Export.dll

Stimulsoft.Data.dll

Stimulsoft.Drawing.dll

Stimulsoft.Map.dll

Stimulsoft.Report.Mvc.dll

Stimulsoft.Report.dll

Stimulsoft.Report.Angular.dll

Stimulsoft.Report.Check.dll

Stimulsoft.Report.Helper.dll

Stimulsoft.Report.Mvc.NetCore.dll

Stimulsoft.Report.Web.dll

Stimulsoft.Report.WebDesign.dll

Stimulsoft.Svg.dll

Stimulsoft.System.dll

Stimulsoft.System.Web.dll All files in stimulsoft-viewer-angular folder All files in stimulsoft-designer-angular folder All .xml localization files

## **Stimulsoft PDF Forms**

Stimulsoft.Base.dll
Stimulsoft.Form.dll
Stimulsoft.Form.Pdf.dll
Stimulsoft.Form.Web.dll
All files in stimulsoft-forms folder
All .xml localization files

YOU ARE NOT AUTHORIZED TO REDISTRIBUTE ANY OTHER FILE CONTAINED IN THE SOFTWARE.

## **COPYRIGHT**

All title and copyrights in and to the SOFTWARE (including but not limited to any images, demos, source code if provided, intermediate files, packages, photographs, distributables, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE the accompanying printed materials, and any copies of the SOFTWARE) are owned by STIMULSOFT or its subsidiaries. The SOFTWARE is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material except that you may install the SOFTWARE on a single computer provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE. Therefore, you must treat the SOFTWARE like any other copyrighted material except that you may install the SOFTWARE (as stated in the Rights clause) provided you keep the original solely for backup or archival purposes.

#### THIRD PARTY

The SOFTWARE contains third party software which is subject to additional notices and terms and conditions. Such required third party software notices and additional terms and conditions are located at Third Party and are made a part of the incorporated by reference into this DLA. DEVELOPER acknowledges and agrees that certain third-party software which is not incorporated into the SOFTWARE may be required in order for DEVELOPER to use or enjoy the full benefit of the SOFTWARE. DEVELOPER shall be fully responsible for obtaining a lawful copy of such software. DEVELOPER use of such separately acquired third party software shall be in accordance with any terms and conditions of the license agreement provided with such software.

#### INSTALLATION AND USE

The license granted in this DLA for you to create your own compiled programs and distributes your programs and the Redistributables (if any), is subject to all of the following conditions:

- 1. You may not remove or alter any STIMULSOFT copyright, trademark or other proprietary rights notice contained in any portion of STIMULSOFT libraries, source code if provided, Redistributables or other files that bear such a notice;
- 2. Source code is provided for Redistributable files only. The source code for Stimulsoft.Controls.Win.dll is not provided.
- 3. STIMULSOFT provides no warranty at all to any person, other than the Limited Warranty provided to the original purchaser of the SOFTWARE, and you will remain solely responsible to anyone receiving your programs for support, service, upgrades, or technical or other assistance, and such recipients will have no right to contact STIMULSOFT for such services or assistance;
- 4. You will indemnify and hold STIMULSOFT its related companies and its suppliers, harmless from and against any claims or liabilities arising out of the use, reproduction or distribution of your programs;
- 5. Your programs containing SOFTWARE must be written using a licensed, registered copy of the SOFTWARE;
- 6. Your programs must add primary and substantial functionality, and may not be merely a set or subset of any of the libraries, code, Redistributables or other files of the SOFTWARE;
- 7. You may not use STIMULSOFT's or any of its supplier's names, logos, or trademarks to market your programs.

## **TERMINATION**

Without prejudice to any other rights or remedies, STIMULSOFT will terminate this DLA upon your failure to comply with all the terms and conditions of this DLA. In such events, you must destroy all copies of the SOFTWARE 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 SOFTWARE developed by you, whether in native, altered or compiled state.

## LIMITED WARRANTY

NO WARRANTIES. STIMULSOFT expressly disclaims any warranty for the SOFTWARE. THE SOFTWARE 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, OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU. To the maximum extent permitted by applicable law, in no event shall STIMULSOFT 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 SOFTWARE or the provision of or failure to provide Support Services, even if STIMULSOFT has been advised of the possibility of such damages.

#### SUPPORT SERVICES

STIMULSOFT may provide you with support services related to the SOFTWARE ("SUPPORT SERVICES"). Use of SUPPORT SERVICES is governed by the STIMULSOFT policies and programs described in the user manual, in "online" documentation and / or other STIMULSOFT-provided materials. Any supplemental SOFTWARE code provided to you as part of the SUPPORT SERVICES shall be considered part of the SOFTWARE and subject to the terms and conditions of this DLA. With respect to technical information you provide to STIMULSOFT as part of the SUPPORT SERVICES, STIMULSOFT may use such information for its business purposes, including for SOFTWARE support and development. STIMULSOFT will not utilize such technical information in a form that personally identifies you.

## **GENERAL PROVISIONS**

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

You, as the DEVELOPER, agree and ascend to the adherence to all applicable international treaties regarding copyright and intellectual property rights which shall also apply. In addition, you, as DEVELOPER, agree that any local law(s) to the benefit and protection of STIMULSOFT ownership of, and interest in, its intellectual property and right of recovery for damages thereto will also apply. IF CONDITION OF THIS LICENSE DISAGREES WITH LOCAL LAW(S), THEN YOU CAN NOT USE SOFTWARE.

#### **MISCELLANEOUS**

STIMULSOFT reserves all rights in the SOFTWARE not specifically granted in this DLA.

This license is subject to change without notice in future updates to the SOFTWARE.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.