

TX Text Control License Agreement

This legal document is an agreement between you, the Licensee, and Text Control GmbH. By installing TX Text Control on your computer, you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, promptly return the unopened package, together with all the other material which comprises the product, respectively delete all TX Text Control related files. For questions regarding this agreement please contact sales@textcontrol.com.

1. Subject of agreement

The subject of this agreement is the software TX Text Control, the operating manuals, online help files and all other accompanying material. It will be referred to henceforth as 'TX Text Control'.

2. Grant of license

Text Control GmbH grants the Licensee a non-exclusive, non-transferable, personal and worldwide license to use one copy of TX Text Control in the development of an end-user application, as described in section 3 (below). This license is for a single developer and not for an entire company. If additional programmers wish to use TX Text Control, additional copies must be licensed.

3. End user application

An 'end user application' is a specific application program that is licensed to a person or firm for business or personal use. The files which are not listed under section 5 must not be included with the end user application. Furthermore, the end user must not be in a position to be able to neither modify the program, nor to create TX Text Control based programs. Likewise, the end user must not be given the TX Text Control serial number.

4. Royalties

With the exceptions described under items 4a and 4b, TX Text Control ActiveX and TX Text Control .NET are royalty free. End user applications that have been developed with TX Text Control may be distributed in an unlimited number, without paying any license fees whatsoever.

4a. Server-based programs which have been created with the ActiveX Server or .NET Server version of TX Text Control may only be installed on a single server or virtual machine, but may be accessed by an infinite number of clients. Additional licenses are required when installing TX Text Control on more than one server or virtual machine.

4b. TX Text Control .NET ships with an application program called TX Template Designer, which can be used to create mailmerge document templates for the Server versions of TX Text Control. TX

Template Designer may be distributed royalty-free, but only in conjunction with the Server version of TX Text Control. A separate license agreement is required if TX Template Designer is to be used with products from vendors other than The Imaging Source.

5. Redistributable files

- For the ActiveX versions of TX Text Control, redistributable components are those files specifically designated as being distributable in the 'Distributing your Applications' section of the online help file.
- The ActiveX Server version of TX Text Control contains an additional command line registration tool for installing TX Text Control on a server. This file is not redistributable.
- For the .NET and .NET Server versions, redistributable components are those files included in TX Text Control's merge module. Visual Studio .NET will use the merge module to automatically include all of Text Control's redistributable files when creating a setup project.

6. Copyright

The Software is the property of Text Control GmbH. Text Control GmbH reserves all rights to the publishing, duplication, processing and utilization of TX Text Control. A single copy may be made exclusively for security and archiving purposes. Without the express written permission of Text Control GmbH it is forbidden to:

- alter, translate, decompile, or to disassemble Text Control;
- copy Text Control's accompanying written documentation;
- lend, hire out or lease TX Text Control.

A permanent transference of TX Text Control is only permitted when the Licensee retains no copies and the recipient declares his acceptance of the conditions of this agreement.

7. Exclusion of warranties

Text Control GmbH offers and the Licensee accepts the product 'as is'. Text Control GmbH does not warrant TX Text Control will meet the Licensee's requirements, nor will operate uninterrupted, nor error free.

8. Liability

With the exception of damage caused by willful or gross negligence, neither Text Control GmbH nor its distributors are responsible for any damage whatsoever which is put down to the use of TX Text Control. This is valid without exception, including loss of profits, lost working time, lost company information or other financial losses. In any event the liability of Text Control GmbH is limited to the purchase price.

9. Trial Version Limitation

If you are installing a trial version of TX Text Control .NET Server, it is forbidden to:

- install the trial version on a production server
- distribute or sell an application with the trial version
- delete the additional trial text that is added to the created documents.

10. Duration of Agreement

This agreement is valid for an indefinite period of time. The Licensee's rights as a user automatically expire if the conditions of this agreement are in any way violated. In this event all data storage material and all copies of TX Text Control are to be destroyed.