

## END-USER LICENSE AGREEMENT

IMPORTANT- READ CAREFULLY:

Components made available to you via a CocoaControls Website shall be licensed, not sold to you. For each Component available for download from a CocoaControls Website, the website shall indicate the name of the Component provider licensing that Component to you, which may be Red Gate Software Limited, trading under the name CocoaControls ("**CocoaControls**"), or a third party provider ("**Third Party Provider**").

Where the Component provider is CocoaControls, this EULA shall form a legal agreement between you and CocoaControls.

Where the Component provider is a Third Party Provider, that Third Party Provider may choose to license the Component to you on the terms of this EULA, or under separate license terms. Where the Third Party Provider chooses to apply separate license terms to the licensing of the relevant Component, this EULA shall not apply in relation to that Component. Where the Third Party Provider chooses to license the Component to you on the terms of this EULA, this EULA shall form a legal agreement between you and that Third Party Provider.

CocoaControls is not responsible for the Third Party Provider Component, your use of such Component, support in relation to such Component or any warranties or claims relating to such Component.

By clicking "I accept" and/or downloading or otherwise using a Component from a CocoaControls Website, you accept all of the terms and conditions of this EULA. If you are accepting these terms on behalf of another legal entity, you represent and warrant that you have full legal authority to accept on behalf of and bind that legal entity to these terms.

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 COMPONENT.

### 1. DEFINITIONS

The definitions in this clause apply in this EULA:

"**Component**" means any software components downloaded by you via a CocoaControls Website;

"**Component Provider**" means the person who supplied the Component for distribution via a CocoaControls Website and who licenses your use of the Component pursuant to the terms of this EULA; and

"**CocoaControls Website**" means [www.cocoacontrols.com](http://www.cocoacontrols.com), and any other websites from which Components may be downloaded.

### 2. GRANT OF LICENCE

If you are an individual, you must acquire an individual license for the Component from the Component Provider. If you are an entity, you must acquire an individual license for each end user within your organization from the Component Provider.

The Component Provider grants to you as an individual, a personal, non-exclusive licence:

- (a) to install and use the Component for the sole purposes of designing, developing, testing, and deploying application programs that you create on one or more computers used by you for the development of software applications; and
- (b) to use the Components within application(s) developed by you, and to statically link the Component with the target application(s).

If the Component is marked as a "TRIAL" or "EVALUATION", you may not publish or distribute any applications or libraries built using the Components, or including the Components, in any form whatsoever, unless this is expressly permitted by the Component Provider and provided any conditions imposed by the Component Provider in respect of such publishing or distribution are complied with in full.

## **2. LIMITATIONS**

The provision of source code, if included with the Component, does not constitute the transfer of any legal rights in or to such code.

You may not distribute any files, except those that the Component Provider has expressly designated as "Redistributable". Distribution by you of any tools, executables, source code and header files distributed to you as part of the Component and not explicitly identified as a Redistributable file is strictly prohibited. You shall not develop software applications that provide an application programming interface to the Component or the Component as modified.

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 Component (including any portions thereof) be used for developing programs by anyone other than you. Only you as the licensed end user have the right to use the libraries, Redistributables, or other files of the Component (or any portions thereof) for developing programs created with the Component. In particular, you may not share copies of the Redistributables with other co-developers, unless such co-developers have purchased a licence to the relevant Component and such licence is on terms no less onerous than those contained in this EULA. You may not reproduce or distribute any Component Provider's documentation without the Component Provider's explicit permission.

You may not reverse engineer, decompile, create derivative works, translate, or disassemble the Component, unless 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 unlawful dissemination of the Component or any of its constituent parts and Redistributables to the fullest extent of all applicable law.

You may **not** permanently or temporarily transfer any of your rights under this EULA to any individual or entity without the prior written approval from the Component Provider.

You may not distribute the Component, in any format, to other users for development or application compilation purposes. Specifically, if you create a control using the Component as a constituent control, you may not distribute the control created with the Component (in any format) to users to be used at design time and or for any development purposes.

## **3. ROYALTY FREE REDISTRIBUTION**

Components may be statically linked with application(s) developed by you, for the sole purpose of executing application programs permitted under this EULA that you have created using the Component.

## **4. UPGRADES**

If the Component is labelled as an upgrade, you must be properly licensed to use the product identified by the Component Provider as being eligible for the upgrade in order to use the Component. A Component labelled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade, and together constitutes a single Component. You may use the resulting upgraded Component only in accordance with all the terms of this EULA.

## **5. COPYRIGHT**

All title and copyrights in and to the Component (including but not limited to any copy written images, demos, source code, intermediate files, packages, photographs, redistributables, animations, video, audio, music, text, and "applets" incorporated into the Component the accompanying printed materials, and any copies of the Component) are owned by the Component Provider or its licensors. The Component is protected by copyright laws.

## **6. WARRANTY**

If within 14 days of download the Component when operated as directed by the Component Provider fails to perform in a manner substantially the same as that reasonably expected and the Component Provider is given written notice of this by you within that 14-day period, the Component Provider shall at its option and as your sole remedy either cure the defect at its own cost and expense or refund the price paid by you for such Component.

This limited warranty shall not apply if failure of the Component has resulted from accident, abuse, alteration, unauthorised use or misapplication of the Component.

## **7. LIMITATION OF LIABILITY**

SAVE AS EXPRESSLY OTHERWISE STATED IN THIS EULA, THE COMPONENT PROVIDER GIVES NO WARRANTIES AND MAKES NO REPRESENTATIONS IN RELATION TO THIS EULA OR THE COMPONENT OR ANY ASSOCIATED DOCUMENTATION OR THE CONTENT OR FUNCTIONALITY OF THE COMPONENT OR ANY ASSOCIATED DOCUMENTATION AND ALL SUCH WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESSED OR IMPLIED (BY LAW OR OTHERWISE) ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND THE COMPONENT PROVIDER EXCLUDES ALL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS EULA (WHETHER IN CONTRACT, IN TORT OR OTHERWISE) TO THE FULLEST EXTENT PERMITTED BY LAW.

IN NO EVENT SHALL THE COMPONENT PROVIDER BE LIABLE, IN CONTRACT, TORT OR OTHERWISE, FOR ANY: INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL LOSS OR DAMAGE; LOSS OF PROFIT OR OPPORTUNITY OR FINANCIAL LOSS OF ANY KIND (IN EACH CASE WHETHER DIRECT OR INDIRECT) ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THIS EULA; LOSS OF ANY SOFTWARE OR DATA; LOSS OF USE OF HARDWARE, OR WASTED MANAGEMENT OR OTHER STAFF TIME (IN EACH CASE WHETHER DIRECT OR INDIRECT).

YOU ACKNOWLEDGE THAT THE COMPONENT HAS NOT BEEN PREPARED TO MEET YOUR INDIVIDUAL REQUIREMENTS AND THAT IT IS THEREFORE YOUR RESPONSIBILITY TO ENSURE THAT THE COMPONENT MEETS YOUR REQUIREMENTS.

IN THE EVENT THAT ANY EXCLUSION CONTAINED IN THIS EULA SHALL BE HELD TO BE INVALID FOR ANY REASON AND THE COMPONENT PROVIDER BECOMES LIABLE FOR LOSS OR DAMAGE THAT MAY LAWFULLY BE LIMITED, SUCH LIABILITY SHALL BE LIMITED TO THE GREATER OF THE PRICE PAID TO THE COMPONENT PROVIDER FOR THE COMPONENT AND **£20**.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS EULA SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES OR AGENTS.

## **8. INDEMNIFICATION**

You shall indemnify the Component Provider, and (where the Component Provider is not CocoaControls) CocoaControls and its or their 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 EULA by you.

## **9. SUPPORT SERVICES**

Other than the limited warranty set out in clause 6 above, the Component is sold "as is", and the sale of the Component doesn't grant any specific support entitlement. However, CocoaControls offers support forums where the Component Provider is CocoaControls.

## **10. TERMINATION**

Without prejudice to any other rights or remedies, the Component Provider may terminate this EULA upon your failure to comply with any of the terms and conditions of this EULA. In such circumstances, you must destroy all copies of the Component and all of its constituent parts including any related documentation, and must remove any and all use of such Component immediately from any applications developed by you using the Component, whether in native, altered or compiled state.

## **11. GOVERNING LAW AND SETTLEMENT OF DISPUTES**

This EULA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

## **12. COMPLIANCE WITH APPLICABLE LAW**

You acknowledge and agree that notwithstanding the fact that this EULA is governed by the laws of England and Wales, you may be subject to additional laws in other jurisdictions with respect to your use of the Component. You will comply with the laws of any jurisdiction that apply to the Component including without limitation any applicable export laws or regulations.

### **13. GENERAL**

No waiver of any default hereunder by either party or any failure to enforce any rights hereunder shall be deemed to constitute a waiver of any subsequent default with respect to the same or any other provision hereof.

If any provision of this EULA is or becomes invalid or unenforceable, in whole or in part, in any jurisdiction, the validity and enforceability of the other provisions of this EULA and its validity and enforceability in any other jurisdiction shall not be affected.

You may not sub-contract the performance of any of your obligations under this EULA. You may not assign or otherwise transfer any of your rights or obligations under this EULA to someone else, without the prior written consent of the Component Provider.

No term of this EULA is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this EULA, save that CocoaControls may enforce the provisions of clause 8.

The Component Provider reserves all rights not specifically granted in this EULA.

You acknowledge that you have read this EULA, understand it, and agree to be bound by its terms and conditions.