

# DevExpress End-User License Agreement Online Localization Service



DEVELOPER EXPRESS INC  
DEVEXPRESS Online Localization Service  
Copyright (C) 2011-2024 Developer Express Inc.

**IMPORTANT- READ CAREFULLY:** This DEVELOPER EXPRESS INC ("DEVEXPRESS") End-User License Agreement ("EULA") is a legal agreement between you, a developer of software applications, ("END USER") and DEVEXPRESS for DEVEXPRESS ONLINE LOCALIZATION SERVICES ("LOCALIZATION SERVICE") available on this website.

By using the LOCALIZATION SERVICE, you agree to be bound by the terms of this EULA. If you do not agree to be bound by any portion of this EULA, DO NOT USE OR EVALUATE THE LOCALIZATION SERVICE IN ANY MANNER.

## 1. GRANT OF LICENSE.

Subject to all the terms and conditions of this EULA, DEVEXPRESS grants END USER a non-exclusive license to use the LOCALIZATION SERVICE as authorized below:

### 1.1 INDIVIDUAL USE LICENSE.

If you are an individual, you may use the LOCALIZATION SERVICE by purchasing a 12 month subscription to any DEVEXPRESS Product.

### 1.2 BUSINESS AND GOVERNMENT USE LICENSE.

DEVEXPRESS licenses all products and services on a per-developer basis. If you are a business or government entity, individual employees may use the LOCALIZATION SERVICE by purchasing a 12 month subscription to any DEVEXPRESS Product.

### 1.3 THIRTY (30) DAY EVALUATION (TRIAL) USE LICENSE.

If you are evaluating DEVEXPRESS products and have obtained a product marked as a "TRIAL" or "EVALUATION," you may use the LOCALIZATION SERVICE for evaluation purposes only, for a period of 30 calendar days from the date of registration ("Evaluation Period"). Upon expiration of the Evaluation Period, you must terminate use of the LOCALIZATION SERVICE.

## 2. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.

You may not reverse engineer, decompile, create derivative works or disassemble the LOCALIZATION SERVICE. If use of the LOCALIZATION SERVICE by you includes the intent or directly and indirectly leads to the reverse engineer, decompile, create derivative works, or the exploitation and unauthorized transfer of any DEVEXPRESS intellectual property and trade secrets, to include any exposed methods or source code where provided, no licensed right of use shall exist and any product(s) created as a result shall be judged illegal by definition. Any sale or resale of intellectual property or created derivatives so obtained will be prosecuted to the fullest extent of all local, federal and international laws.

## 3. COPYRIGHT AND TRADEMARKS.

All title and copyrights in and to the LOCALIZATION SERVICE (including but not limited to any DEVEXPRESS trademarks, copywritten images, demos, source code, intermediate files, packages, photographs, redistributables, animations, video, audio, music, text, and "applets" incorporated into the LOCALIZATION SERVICE) are owned by DEVEXPRESS or its subsidiaries.

The LOCALIZATION SERVICE is protected by copyright laws and international treaty provisions and therefore, you must treat the LOCALIZATION SERVICE like any other copyrighted material except that you may use the LOCALIZATION SERVICE as described in this EULA.

#### 4. YOUR PRIVACY.

DEVEXPRESS respects your privacy. All Information DEVEXPRESS collects from you is stored and maintained on secured servers. DEVEXPRESS does not lend, lease, sell, or market information it obtains from END USERS or those who provide personally identifiable information. DEVEXPRESS does not disclose purchase information or licensing information to third parties.

You acknowledge that DEVEXPRESS may collect information such as Name, Address, Phone Number, Email Address, Payment Information, Product Purchases, Licenses Owned, Employee/Contact Details, installation Date, and Uninstall Date from you. The information DEVEXPRESS collects is used for licensing, quality assurance, communication, and internal purposes only and allows DEVEXPRESS to inform END USERS of upcoming product updates, new product releases and for improvement to DEVEXPRESS Products and Services. To help prevent software piracy, DEVEXPRESS also collects information on the number of installations for a given product obtained from DEVEXPRESS.

You may contact DEVEXPRESS at [clientservices@devexpress.com](mailto:clientservices@devexpress.com) or by phone in the United States at +1 (818) 844-3383 and remove your name from any mailing list. By doing so, you will not be contacted by DEVEXPRESS at any time in the future.

#### 5. COOKIES.

The LOCALIZATION SERVICE may use cookies for technical purposes to improve usage or may use persistent cookies to remember END USER between visits to the LOCALIZATION SERVICE or store END USER preferences. You can disable Cookies by modifying the appropriate settings within your web browser. If you do not wish to store personally identifiable information in Cookies and do not make the appropriate selections within your web browser, do not use the LOCALIZATION SERVICE.

#### 6. CONFIDENTIAL INFORMATION.

DEVEXPRESS does not wish to receive, act to procure, nor desire to solicit, confidential, copywritten or proprietary data, translations, and information from you through the LOCALIZATION SERVICE. Any and all data, translations, or information made available to DEVEXPRESS through the LOCALIZATION SERVICE will be deemed NOT to be confidential by DEVEXPRESS. You acknowledge that all data, translations, or information transmitted to DEVEXPRESS is not considered confidential or proprietary and that DEVEXPRESS will be under no obligation to keep such information confidential.

By using the LOCALIZATION SERVICE, you agree that DEVEXPRESS will have an unrestricted right to use, reproduce, modify, transmit and distribute the translations you create within the LOCALIZATION SERVICE.

As it pertains to the LOCALIZATION SERVICE, this section shall survive termination of any existing or prior agreements, and supersede any prior or future confidentiality or non-disclosure agreements that may exist between the END USER and DEVEXPRESS.

#### 7. TRANSLATIONS.

You acknowledge that translations included within the LOCALIZATION SERVICE may be inaccurate or incomplete and agree that DEVEXPRESS is under no obligation to provide complete and accurate translations for a specific language or culture. You further acknowledge that it is your sole responsibility to incorporate translated satellite assemblies or resource files generated by the LOCALIZATION SERVICE into your software project.

#### 8. BACKUP AND RECOVERY.

The LOCALIZATION SERVICE stores END USER data and translations at hosted data centers with real-time database replication. You acknowledge and understand that computer hardware is not fault tolerant and that use of the LOCALIZATION SERVICE is not fail-safe. You agree to maintain a backup of all data, translations and information you submit to the LOCALIZATION SERVICE for recovery and restoration purposes.

#### 9. TERMINATION.

DEVEXPRESS at its sole discretion, may terminate your access and use of all or any portion of LOCALIZATION SERVICE at any time, with or without cause. Upon such termination, You must immediately discontinue use of the LOCALIZATION SERVICE.

DEVEXPRESS reserves the right to discontinue the LOCALIZATION SERVICE and its constituent parts at any time.

You agree to maintain backups of all data, translations, and information submitted to the LOCALIZATION SERVICE in the event of termination or discontinuation of the LOCALIZATION SERVICE.

The terms found in Section 6 (CONFIDENTIAL INFORMATION) shall survive a voluntary termination by DEVEXPRESS.

#### 10. DISCLAIMER OF WARRANTIES

DEVEXPRESS expressly disclaims any warranty for the LOCALIZATION SERVICE. THE LOCALIZATION SERVICE 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, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. DEVEXPRESS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE LOCALIZATION SERVICE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE LOCALIZATION SERVICE REMAINS WITH YOU. No oral or written information or advice given by DEVEXPRESS or its employees shall create a warranty or in any way increase the scope of this warranty.

#### 11. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall DEVEXPRESS 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 LOCALIZATION SERVICE or the provision of or failure to provide Support Services, even if DEVEXPRESS has been advised of the possibility of such damages.

END USER understands that the LOCALIZATION SERVICE may produce inaccurate results because of a failure or fault within the LOCALIZATION SERVICE or failure by END USER to properly use the LOCALIZATION SERVICE. END USER assumes full and sole responsibility for any use of the LOCALIZATION SERVICE, and bears the entire risk for failures or faults within the LOCALIZATION SERVICE. You agree that regardless of the cause of failure or fault or the form of any claim, YOUR SOLE REMEDY AND DEVEXPRESS'S SOLE OBLIGATION SHALL BE GOVERNED BY THIS AGREEMENT AND IN NO EVENT SHALL DEVEXPRESS'S LIABILITY EXCEED THE PRICE PAID TO DEVEXPRESS TO USE THE LOCALIZATION SERVICE.

#### 12. INDEMNIFICATION

You agree to indemnify and hold harmless DEVEXPRESS its contractors, its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the LOCALIZATION SERVICE, including but not limited to your violation of this Agreement.

### 13. EXPORT RESTRICTIONS

DEVEXPRESS expressly complies with all export restrictions imposed by the government of the United States of America. You, as LICENSEE, must agree not to export or re-export the SOFTWARE DEVELOPMENT PRODUCT(S) within any created application to any country, person, entity or end user subject to U.S.A. export restrictions. Restricted countries currently include, but are not necessarily limited to Cuba, Iran, North Korea, Sudan, Syria, and Venezuela. You warrant and represent that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied your export privileges.

### 14. MISCELLANEOUS

The Website Terms of Use shall be construed, interpreted and governed by the laws of the State of Nevada, U.S.A. The Website Terms of Use gives you specific legal rights; You may have others that vary from state to state and from country to country.

This AGREEMENT may only be modified in writing signed by you and an authorized officer of Developer Express Inc. This AGREEMENT is the entire agreement between DEVEXPRESS and LICENSEE concerning its subject matter (including the license, access, and use of the SOFTWARE DEVELOPMENT PRODUCT(S)), and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a LICENSEE quote, bid, purchase order, or in any other LICENSEE terms or order documentation (collectively "LICENSEE DOCUMENTATION") is void. In the event of any conflict or inconsistency between the terms of this AGREEMENT and any LICENSEE DOCUMENTATION, the terms of this AGREEMENT shall prevail.

If any provision of this AGREEMENT 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.

Developer Express Inc reserves all rights not specifically granted in this EULA.

Should you have any questions concerning this EULA, or if you desire to contact DEVEXPRESS for any reason, please contact us directly in the United States at +1 (818) 844-3383, or write: Developer Express Inc. Legal department / 330 N. Brand Blvd Suite 370, Glendale, CA 91203.

DevExpress, the DevExpress logo, Download - Compare - Decide, and all DEVEXPRESS Product Names, icons and trademarks represented within the LOCALIZATION SERVICE are property of Developer Express Inc.

Microsoft, Windows, Visual Studio, .NET Framework, Visual Basic, Visual C++, Access, Office, Outlook, Word, Excel, FoxPro, Visual InterDev are trademarks or registered trademarks of Microsoft Corporation.

Apple, iPhone, and iPad are trademarks or registered trademarks of Apple Inc.

Google and Android are trademarks or registered trademarks of Google Inc.

Delphi, C++Builder, RAD Studio, and Embarcadero are trademarks or registered trademarks of Embarcadero Technologies Inc.

All other trademarks or registered trademarks are property of their respective owners.