

# WINDEV License Agreement

**By installing and using WINDEV, you agree to the terms of the following license:**

CUSTOMER shall mean the original customer (either individual or company) who purchased a license.

SOFTWARE shall mean the WINDEV software purchased by the CUSTOMER for the current version and for any updates, unless this update has its own license, which would apply then.

APPLICATION shall mean a program or a set of programs developed with the SOFTWARE.

The COMPANY shall mean PC SOFT, whose head office is located at 3 rue de Puech Villa, BP 444 08, 34197 Montpellier, France.

LICENSE shall mean this agreement and the rights and obligations arising therefrom, governed by French law.

## 1. License

This user license is granted to the CUSTOMER in exchange for the payment of a purchase price.

This SOFTWARE shall be used on a single computer by a single person at a time. The SOFTWARE is considered used as soon as it is loaded in the "computer memory" (also called RAM).

This license is granted only after full payment of rights as indicated on the price list on the day of the purchase.

## 2. SOFTWARE ownership

This SOFTWARE is the property of the COMPANY. The CUSTOMER has only purchased the right to use the SOFTWARE.

## 3. Backup copy

The CUSTOMER is authorized to download a backup copy to reinstall the SOFTWARE.

Copying or reproducing the documentation, in part or in full, is strictly forbidden.

## 4. Use

The CUSTOMER agrees to use the SOFTWARE for its intended purpose. Modifying, trying to modify, disassembling, or trying to disassemble this SOFTWARE is forbidden. The CUSTOMER shall not remove (or try to remove) the copyright mentions that may be displayed and/or included in the

SOFTWARE.

The SOFTWARE shall not be rented, leased or shared.

The SOFTWARE shall not be used to create and distribute all or part of a development tool, software for application creation and program building, or any other program similar to the SOFTWARE itself. Contact us if you have any questions.

The functions for generating JAVA code can only be used to create a stand-alone APPLICATION.

The code generated by the SOFTWARE shall not be re-used in other software or tools for software creation. The code generated by this feature shall not be included in a software (freeware or shareware) that could be a competitor of WINDEV or WEBDEV, in part or in full.

The photographs, illustrations and images contained in the examples, templates, skins and skin templates can only be used in their initial context. Any use, reproduction, representation, adaptation or copy, in full or in part, in any format, by any existing or forthcoming process, is forbidden.

The images and animations available from the image catalog must be exclusively used in the APPLICATIONS developed with the SOFTWARE. These images shall not be sold or distributed. Their use in products or sites other than the APPLICATION is forbidden.

The images cannot be separated from the APPLICATION that uses them.

## 5. Royalties

The CUSTOMER in possession of a duly registered SOFTWARE license has the rights to distribute the execution modules required to run the stand-alone programs, for the sole purpose of running the programs developed with the SOFTWARE.

The created APPLICATION shall not contain more than 10% (ten per cent) of dynamically compiled code and/or UMC code. If an APPLICATION contains more than 10% of dynamically compiled code and/or more than 10% of UMC code, a WINDEV license is required for each computer where the APPLICATION is installed.

The APPLICATION shall not be a plain duplication or recompilation of the modules and examples supplied with the SOFTWARE.

Contact the COMPANY if you have any questions.

The HFSQL engine can be distributed with any APPLICATION developed with WINDEV, provided that more than 50% (fifty per cent) of it is used by one or more WINDEV and/or WEBDEV applications. 50% represents the number of features actually used in the application.

For any other use in another language or by another method, a SOFTWARE LICENSE is required for

each server that uses HFSQL, in the same version as or in a later version than HFSQL (for example, WINDEV 2024 to use HFSQL Client/Server).

If HFSQL is used on a single computer (laptop, PC, etc.), this computer is considered as a server. Therefore, if HFSQL is mainly used by a software not developed by WINDEV (or WEBDEV), it CANNOT be distributed.

"REPORTS AND QUERIES" can be installed with each one of your APPLICATIONS, provided that each application contains more than 50% of the features used on the database(s) used. If an APPLICATION represents less than 50% of the features used on the database(s) used, a license of "REPORTS AND QUERIES" must be purchased for each user computer.

It is FORBIDDEN to use "REPORTS AND QUERIES" for a secondary application of one or more applications not developed with the SOFTWARE, with the only purpose to get a free version of a software for creating reports and queries. Therefore, "REPORTS AND QUERIES" can be freely used with an APPLICATION developed with the SOFTWARE and respecting the above-mentioned 50% rule. Contact the COMPANY if you have any questions.

## 6. Absence of liability

The SOFTWARE and the documentation are sold as is, WITHOUT ANY WARRANTY as to performance, merchantability or fitness for any particular purpose. The COMPANY shall not be held liable for damages of any nature whatsoever, including data loss or deterioration, financial or operational loss, discrepancy between the information contained in the documentation and the actual behavior of the SOFTWARE, or in case the SOFTWARE behaves differently than expected. The entire risk as to the results and performance of programs created with the SOFTWARE is assumed by the CUSTOMER.

## 7. Limited warranty

If the dongle is damaged, the CUSTOMER can obtain a new one from the COMPANY, provided that the damaged dongle is returned at the time of their request.

NO DONGLE CAN BE PURCHASED SEPARATELY. The only way to get a new dongle is to buy a brand new product. Do not misplace the dongle. We advise you to make sure you have an insurance policy that covers theft, loss or destruction (fire, etc.) of this dongle.

Replacement items will be invoiced.

If the dongle becomes defective within three months from the date of purchase, the COMPANY will replace the dongle without charge, excluding shipping costs. Parcels will be accepted only if delivered postage paid and tax-free. The return postage will be invoiced; including express shipping and proof of delivery. This warranty shall not apply if the items become defective due to an accident or mishandling.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the

above limitations may not apply to you. This warranty gives you specific legal rights. The CUSTOMER and the COMPANY agree that the SOFTWARE is not intended as "Consumer Goods" under warranty laws of USA.

The COMPANY maintains a policy of ongoing updates and product improvement. Provided that the CUSTOMER has previously returned the registration card, the COMPANY shall provide the CUSTOMER with either copies of updated material or notification of availability and price schedules where appropriate.

In the event legal action is brought by either the CUSTOMER or the COMPANY to enforce the terms of this license agreement, the prevailing party shall be entitled to recover reasonable attorney fees and expenses in addition to any other relief deemed appropriate by the court.

## 8. Special cases

### 8.1 Help compiler

The "MS Help Compiler" supplied with the SOFTWARE is property of Microsoft. The COMPANY only holds the right to allow the CUSTOMER to create and distribute help modules created with this help compiler.

### 8.2 Features linked to services

Before using a feature related to other services or applications, and in particular to Google, we strongly advise you to refer to the corresponding license agreements.. Some restrictions may apply. The content of the licenses may change over time.

PC SOFT is in no case responsible for the way the native access functions are used. Please make sure that you comply with the license of service provider.

## 9. Third-party software

### Licenses for third-party software and libraries used by WINDEV

Licenses for third-party software and libraries used by WINDEV can be found on

[Licenses for third-party software and libraries used by WINDEV, WEBDEV and WINDEV Mobile.](#)

It is the CUSTOMER's responsibility to comply with all applicable third-party license conditions.

### Installed fonts

The "Open Sans" font installed and used by the SOFTWARE is subject to the "Apache License" license. The text of this license can be found in the "Help" subdirectory of the SOFTWARE. This text is also available on

[Licenses for third-party software and libraries used by WINDEV, WEBDEV and WINDEV Mobile.](#)

### OCR

The OCR provided by the SOFTWARE is subject to the "Apache License". The text of this license can be found in the "Help" subdirectory of the SOFTWARE. If the APPLICATION uses OCR, it is subject to this license. In this case, this license will be automatically copied to the APPLICATION directory. This text is

also available on

[Licenses for third-party software and libraries used by WINDEV, WEBDEV and WINDEV Mobile.](#)

### **Use of Chromium libraries**

The SOFTWARE uses Chromium libraries. These libraries are subject to the Chromium license.

The HTML control provided by the SOFTWARE is also subject to the "Chromium" license.

The text of this license can be found in the "Help" subdirectory of the SOFTWARE. This text is also available on

[Licenses for third-party software and libraries used by WINDEV, WEBDEV and WINDEV Mobile.](#)

If the APPLICATION uses the HTML control, this license is automatically copied to the APPLICATION directory.

### **Use of Scintilla libraries**

The SOFTWARE uses Scintilla libraries. These libraries are subject to the "Lexilla, Scintilla, and SciTE" license.

The HFSQL Control Center and WDScript tools included with the SOFTWARE are also subject to the "Lexilla, Scintilla, and SciTE" license.

The text of this license can be found in the "Help" subdirectory of the SOFTWARE. This text is also available on

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If the APPLICATION is installed with WDScript, this license is automatically copied to the APPLICATION directory.

## **10. License acceptance**

By keeping and using this software, you indicate that you understand and agree to the terms of this agreement. By accepting this license agreement, you indicate that you agree to the terms of all third-party software license agreements.

This contract cannot be modified, except by an original letter initialled by the COMPANY's general director.

PC SOFT and WINDEV are registered trademarks of the COMPANY.

This license agreement is governed by French law. Any dispute arising therefrom shall be subject to the exclusive jurisdiction of the courts where the COMPANY has its registered office.

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