

## REALbasic Release 3

REALbasic  
Licenses: 1

### END-USER LICENSE AGREEMENT FOR REAL SOFTWARE

**IMPORTANT READ CAREFULLY:** This REAL Software End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and REAL Software Incorporated for the REAL Software software product identified above, which includes "online" or electronic documentation and may include computer software and associated media and printed materials ("SOFTWARE PRODUCT" or "SOFTWARE"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, you are not authorized to use the SOFTWARE PRODUCT.

#### SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

##### 1. GRANT OF LICENSE.

This EULA grants you the following rights:

- Installation and Use. You may install and use copies of the SOFTWARE PRODUCT on a single computer.
- Backup copy. You may make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes.

You may use the SOFTWARE PRODUCT free of charge for thirty (30) days after it is first installed and launched. At the end of such thirty (30) day period, your license to use the SOFTWARE PRODUCT is automatically terminated unless you have purchased a license and received a serial number from REAL Software, Incorporated.

##### 2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

•

Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

- Copyright Notices. You must maintain all copyright notices on all copies of the SOFTWARE PRODUCT.
- Distribution. You may distribute copies of the SOFTWARE PRODUCT to third parties provided you do not supply any serial number to the third party.
- Rental. You may not rent, lease or lend the SOFTWARE PRODUCT.
- Software Transfer. You may permanently transfer all of your rights under

this EULA, provided the recipient agrees to the terms of this EULA.

- Termination. Without prejudice to any other rights, REAL Software may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.
- If you have purchased an academic license, you may not sell any software applications created with the SOFTWARE PRODUCT.

### 3. COPYRIGHT.

All title and copyrights in and to the SOFTWARE PRODUCT and any copies thereof are owned by REAL Software or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content.

### 4. U.S. GOVERNMENT RESTRICTED RIGHTS.

The SOFTWARE PRODUCT and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is REAL Software Incorporated/3300 Bee Caves Road, Suite 650-220/Austin, TX 78746.

### 5. EXPORT RESTRICTIONS.

You agree that you will not export or re-export the SOFTWARE PRODUCT 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, Iraq, Libya, North Korea, Sudan, and Syria. 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.

### NO WARRANTIES.

REAL Software expressly disclaims any warranty for the SOFTWARE PRODUCT. The SOFTWARE PRODUCT and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, or noninfringement. The entire risk arising out of use or performance of the SOFTWARE PRODUCT remains with you.

### NO LIABILITY FOR DAMAGES.

In no event shall REAL Software or its suppliers be liable for any 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 this REAL Software product, even if REAL Software has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

#### MISCELLANEOUS

If you acquired this product in the United States, this EULA is governed by the laws of the State of Texas.

If you acquired this product in Canada, this EULA is governed by the laws of the Province of Ontario, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation which may arise hereunder in the courts located in the Judicial District of York, Province of Ontario.

If this product was acquired outside the United States, then local law may apply.

Should you have any questions concerning this EULA, or if you desire to contact REAL Software for any reason, please contact the REAL Software subsidiary serving your country, or write: REAL Software Incorporated/3300 Bee Caves Road, Suite 650-220/Austin, TX 78746.

#### GARANTIE LIMITÉE EXCLUSION DE GARANTIE.

REAL Software exclut expressément toute garantie relative au PRODUIT LOGICIEL. Le PRODUIT LOGICIEL et la documentation y afférente sont fournis "en l'état", sans garantie d'aucune sorte, expresse ou implicite, y compris, de manière limitative, sans aucune garantie de qualité, d'adéquation à un usage particulier ou de non-contrefaçon. Vous assumez l'ensemble des risques découlant de l'utilisation ou des performances du PRODUIT LOGICIEL.

#### ABSENCE DE RESPONSABILITÉ POUR LES DOMMAGES INDIRECTS.

REAL Software ou ses fournisseurs ne pourront, en aucun cas, être tenus pour responsables de quelque dommage que ce soit (notamment, de manière non limitative, les pertes de bénéfices, les interruptions d'activité, les pertes d'informations commerciales ou d'autres pertes pécuniaires), résultant de l'utilisation ou de l'impossibilité d'utiliser ce produit REAL Software, alors même que REAL Software aurait été informée de la possibilité de tels dommages. Certains pays ou certaines juridictions n'autorisent pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, de sorte que la limitation ci-dessus peut ne pas vous être applicable.

La présente Convention est régie par les lois de la province d'Ontario, Canada. Chacune des parties à la présente reconnaît irrévocablement la

compétence des tribunaux de la province d'Ontario et consent à instituer tout litige qui pourrait découler de la présente auprès des tribunaux situés dans le district judiciaire de York, province d'Ontario.

Au cas où vous auriez des questions concernant cette licence ou que vous désiriez vous mettre en rapport avec REAL Software pour quelque raison que ce soit, veuillez contacter la succursale REAL Software desservant votre pays, dont l'adresse est fournie dans ce produit, ou écrivez à : REAL Software Incorporated/3300 Bee Caves Road, Suite 650-220/Austin, TX 78746.

(1-23-01)