

Legaleze

HTML.edit Version 1.5

Copyright 1994 by Murray M. Altheim, Equinox Development.

All Rights Reserved. The author retains all intellectual property rights to this product and its documentation.

This product is freeware. See Section 2 below for distribution information.

HTML.edit Software License Agreement

PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THE SOFTWARE. BY USING THIS SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, PROMPTLY DESTROY ALL COPIES OF THIS SOFTWARE AND ITS DOCUMENTATION.

1. License. The application HTML.edit (the "Software") and accompanying documentation (the "Materials") are licensed to you by Equinox Development. Equinox Development retains title to the Software and Materials*. This License allows you to use the Software and Materials but only for the limited purpose set forth in this Section 1. You agree not to use the Software and Materials for any purpose other than the development by you of HTML documents without violating Equinox Development's intellectual property rights, including but not limited to, trade secrets, patents, copyrights, trademarks and industrial design.

2. Restrictions. The Software and Materials contain copyrighted material, trade secrets and other proprietary material and in order to protect them you may not decompile, reverse engineer, disassemble or otherwise reduce the Software and Materials to a human-perceivable form. You may not modify, rent, lease, loan, distribute or create derivative works based upon the Software and Materials in whole or in part. The Software and Materials may be freely distributed in an unmodified compressed archive state, and are licensed for use in educational, government, and non-profit organizations. Commercial use of this product is prohibited without license for use from its author. HTML.edit is not to be redistributed with commercial applications or in commercial CD-ROM archives without the express, written consent of the author.

3. Disclaimer of Warranty on Software. You expressly acknowledge and agree that use of the product is at your sole risk. The product is provided AS IS and without warranty of any kind and Equinox Development EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EQUINOX DEVELOPMENT DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE AND/OR MATERIALS WILL BE CORRECTED. FURTHERMORE, EQUINOX DEVELOPMENT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR MATERIALS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EQUINOX DEVELOPMENT OR AN EQUINOX DEVELOPMENT AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE SOFTWARE AND/OR MATERIALS PROVE DEFECTIVE, YOU (AND NOT EQUINOX DEVELOPMENT OR AN EQUINOX DEVELOPMENT AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

4. Limitation of Liability. UNDER NO CIRCUMSTANCES INCLUDING NEGLIGENCE, SHALL EQUINOX DEVELOPMENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL

DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE THE SOFTWARE OR MATERIALS, EVEN IF EQUINOX DEVELOPMENT OR AN EQUINOX DEVELOPMENT AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

In no event shall Equinox Development's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including negligence) or otherwise) exceed \$50.

5. Controlling Law and Severability. This License shall be governed by and construed in accordance with the laws of the United States and the Commonwealth of Virginia, as applied to agreements entered into and to be performed entirely within Virginia between Virginia residents. If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of the License shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this License shall continue in full force and effect.

6. Complete Agreement. This License constitutes the entire agreement between the parties with respect to the use of the Software and Materials, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by a duly authorized representative of Equinox Development.

* excluding the enclosed XCMDs, whose copyright remains with their respective authors, as noted in the Credits section.

[Back to Credits](#), [on to Feedback](#), or [return to Contents](#).