

VALENTINA for REALbasic COMMERCIAL PUBLISHER AGREEMENT

This license is an agreement between Paradigma Software and you, and is subject to your agreement to be bound by the terms of the Paradigma Valentina for REALbasic License Agreement included with the Valentina for REALbasic product. You are not entitled to any of the rights granted by this license if you do not agree to be bound by the terms of the Paradigma use license agreement and this Paradigma publishers license agreement. If your rights under the Paradigma use license agreement terminate or are transferred, your rights under this license shall terminate immediately. Except to the extent inconsistent with the specific provisions of this Paradigma publisher's license, the terms of the Paradigma use license agreement are hereby incorporated into this license.

YOU MAY NOT CREATE OR DISTRIBUTE A PRODUCT CREATED WITH Valentina for REALbasic WHICH IS COMPETITIVE WITH Valentina for REALbasic. A PRODUCT WILL BE DEEMED AS COMPETITIVE IF IT CAN BE USED TO CREATE STANDALONE, EXECUTABLE DATABASE APPLICATIONS, OR TRANSFERS THE VALENTINA LIBRARIES TO ANOTHER APPLICATION.

In order to receive the license granted herein, you must expressly acknowledge your agreement to be bound by the terms of this agreement. You may acknowledge your agreement by signing this agreement and returning it to Paradigma by mail at

PROACTIVE INTERNATIONAL

6107 SW Murray Blvd PMB 151, Beaverton, Oregon, USA. 97008-4467

You agree that this is only satisfied if done in hard copy and receipt is given at the address above that the full documentation required has been received;

Pursuant to this License, Paradigma grants you the nonexclusive right to use the Software to create compiled, database enabled applications.

YOU AGREE TO:

(1) Agree to distribute the components of the Software only in compiled or object form, as a component of a compiled application;

(2) Include the following notice in an "About box" or wherever your copyright notices occur: "Portions copyright (c) 1998-1999 Paradigma Software. Powered by Valentina.";

(3) Agree to comply with the requirements of the Valentina for REALbasic Graphic Signature Program, including, but not limited to, displaying the Valentina Technology logo in electronic form in your application "About box" or "Start-up Screen" and include the Valentina for REALbasic Software Technology logo in printed form on your application packaging;

(4) Register any and all commercially distributed titles (including those known as Shareware) with Paradigma by Mail, Fax, or Email, with the following information.

- (a) Name of TITLE
- (b) Name of Registered User of Valentina for REALbasic Software
- (c) Name and Address of Publishing Company
- (d) Detailed Description of Title

(5) Agree to indemnify, hold harmless and defend Paradigma from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of applications created with one or more components of the Software;

(6) Agree that it is illegal to copy the software for purposes of reverse assembling, reverse compiling or reverse engineering it, nor is it legal to use the use copies for these purposes;

(7) Agree that the application shall not compete with the Valentina for REALbasic product in any market, or be used to create database applications which transfer any component of the Software to another application;

(8) Agree that you understand that you may, only through additional license and payment of royalties based on the then current royalty schedule, build and sell commercial, general purpose database applications, or exclude the Valentina Technology logo from applications;

(9) Agree that you have gained no legal ownership or rights to the Software. You agree that you hold only a license for and for the duration only for the duration of compliance with this agreement, and that Paradigma reserves all rights not specifically granted in this agreement or the License Agreement;

(10) Understand that the Valentina for REALbasic COMMERCIAL PUBLISHER AGREEMENT shall be updated from time to time, and that only the most recent dated version available through Paradigma Software or Proactive International at the time of submitting a Valentina for REALbasic COMMERCIAL PUBLISHER AGREEMENT is valid, and that all previous dated versions other than those submitted and verified by Paradigma Software or Proactive International as then current shall be invalid. Paradigma Software reserves the right to update, change or revise this Valentina for REALbasic COMMERCIAL PUBLISHER AGREEMENT at any time;

IN WITNESS WHEREOF, the undersigned duly authorized has executed this Agreement as of the date set forth below.

DEVELOPER:

By: _____

Name: _____

Title : _____

Address:: _____

Date: _____

For Paradigma Use Only:
Agreement received by Paradigma on:
By: Name:

Paradigma Software
<http://www.paradigmasoft.com>

Proactive International
6107 SW Murray Blvd PMB 151
Beaverton, Oregon 97008-4467