

**NOT FOR COMMERCIAL USE.**

**READ LICENSE CAREFULLY BEFORE INSTALLING.**

BORLAND DELPHI PERSONAL VERSION 6

BORLAND NO-NONSENSE LICENSE STATEMENT AND LIMITED WARRANTY

**IMPORTANT - READ CAREFULLY**

This license statement and limited warranty constitutes a legal agreement ("License Agreement") between you (either as an individual or a single entity) and Borland Software Corporation ("Borland") for the software product ("Software") identified above, including any software, media, and accompanying on-line or printed documentation.

BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.

If you are the original purchaser of the Software and you do not agree with the terms and conditions of the License Agreement, promptly return the unused Software to the place from which you obtained it for a full refund.

If you are accepting this License Agreement on behalf of a corporation, partnership or other legal entity, the use of the terms "you" and "your" in this License Agreement will refer to such entity.

**TERMS AND CONDITIONS**

**1. GRANT OF LICENSE.**

a. Subject to the terms and conditions of this License Agreement, Borland grants to you a personal, nonexclusive, nontransferable and limited license to install and use the Software for the purposes set forth herein. Unless you have purchased additional licenses from Borland, you may only install and use a single copy of the Software on a computer and freely move the Software from one computer to another, provided that you are the only individual using the Software. If you are an entity, Borland grants you the right to designate one individual within your organization ("Named User") to have the right to use the Software in the manner provided herein. If you have purchased additional licenses from Borland or a Borland authorized reseller, you may install and use the number of copies of the Software up to the number of users, CPU's, servers and/or at the sites granted to you in writing by Borland ("Licensed Copies").

b. This Software is owned by Borland or its suppliers and is protected by copyright law, international copyright treaties, as well as other proprietary notices. Therefore, you must treat this Software like any other copyrighted material (e.g., a book) and you agree that the total number of copies of the Software used by you may not exceed the number of Licensed Copies paid for by you, except that you may either make one copy of the Software solely for backup or archival purposes or transfer the Software to a single hard disk provided you keep the original solely for backup or archival purposes.

c. Subject to the further terms and conditions of this License Agreement, the term of this license is perpetual (unless terminated as provided below). You may transfer the Software and documentation on a permanent basis provided you retain no copies and the recipient agrees to the terms of this License Agreement.

## 2. LICENSE RESTRICTIONS.

a. Except as provided in this License Agreement, you receive no rights and agree not to transfer, rent, lease, lend, copy, modify, translate, port, localize, create derivative works of, market, distribute, sublicense, time-share or electronically transmit or receive the Software, media or documentation. You acknowledge that the Software in source code form remains a confidential trade secret of Borland and/or its suppliers and therefore you agree not to modify the Software or attempt to reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. As a confidential trade secret, you shall use your best efforts to protect the proprietary or confidential information supplied by Borland in its Software (including any source code), in the same manner in which you would protect your own proprietary or confidential information, but not less than reasonable precautions to protect such proprietary or confidential information and you shall not use such proprietary or confidential trade secret for your own benefit or the benefit of any other person or entity, except as may be specifically permitted hereunder.

b. If you have purchased an upgrade version of the Software, it constitutes a single product with the Borland software that you upgraded. You may use or transfer the upgrade version of the Software together with the original only in accordance with this License Agreement.

## 3. REGISTRATION.

You are required to register the Software with Borland. You will be prompted to register the Software at the time of your first use of the Software, at which time you will be notified (or directed to resources explaining) how information provided by you during registration may be used and you will be afforded the opportunity to opt out of certain uses of such information.

## 4. LICENSE TERMS FOR THE WORKS YOU CREATE USING BORLAND DELPHI PERSONAL VERSION 6

You may not use the Software for any commercial, business, governmental or institutional purpose of any kind ("Noncommercial Purposes"). Borland grants to you as an individual, a personal, nonexclusive license to install and use the Software for the sole purposes of designing, developing and running, in source and compiled form, the works which you create for your own personal Noncommercial Purposes, using the Software ("Works"), subject to

the restrictions in this License Agreement. You may distribute your Works to others. You may not receive any direct or indirect compensation for the distribution or use of your Works.

In the event that you use the Software for any commercial, business, governmental or institutional purpose, in breach of this license grant, you hereby agree to purchase at the then current retail price, the number of licenses of the then current version of Delphi Professional, equal to the number of copies of Delphi Personal in your possession. You agree to reimburse Borland for all attorney's fees, expenses and court costs incurred by Borland as a result of such breach.

Nothing in this License Agreement permits you to derive the source code of files that Borland has provided to you in compiled form only, or to reproduce, modify, use, or distribute the source code of such files. You are not, of course, restricted from distributing source code or compiled code that is entirely your own (so long as you receive no direct or indirect compensation for such distribution and such use of the Software is for personal, Noncommercial Purposes). Source code which you generate with a Borland source code generator, such as the Application Wizard, is considered by Borland to be your code.

#### GENERAL TERMS THAT APPLY TO COMPILED WORKS AND REDISTRIBUTABLES

You may compile (including byte-code compile) your Works using the Software, including any libraries and source code included for such purpose with the Software. You may reproduce and distribute Works in compiled form, without additional license or fees, subject to all of the conditions in this License Agreement. You may not receive any direct or indirect compensation for the distribution or use of your Works.

The Software may include certain files ("Redistributables") intended for distribution by you to the users of your Works. Redistributables include, for example, those files identified in the accompanying printed or on-line documentation as redistributable files, those files preselected for deployment by an install utility provided with the Software (if any), or those files pre-selected by a third party install utility which operates under control of an install script which Borland has certified (if any) for use by licensed users of this Software for deploying applications. In any event, the Redistributables for the Software are only those files specifically designated as such by Borland. From time to time, Borland may designate other files as Redistributables. You should refer to the documentation, including any "readme" or "deploy" files included with the Software, for additional information.

Subject to all of the conditions in this License Agreement, you may reproduce and distribute exact copies of the Redistributables, provided that such copies are made from the original copy of the Software or the copy transferred to the single hard disk. Copies of Redistributables may only be distributed with and for the sole purpose of executing the Works permitted under this License Agreement that you have created using the Software. Under no circumstances may any copies of Redistributables be distributed separately. Regardless of any modifications which you make and regardless of how you might compile, link, and/or package your Works, under no circumstances may the libraries (including runtime libraries), code, Redistributables, and/or other files of the Software (including any portions thereof) be used for developing Works by anyone other than you. Only you as the licensed user (or the Named User for your entity) have the right to use the libraries (including runtime libraries), code, Redistributables,

or other files of the Software (or any portions thereof) for developing Works. In particular, you may not share copies of the Redistributables with other co-developers. You may not reproduce or distribute any Borland documentation without Borland's permission.

The license granted in this License Agreement for you to create the Works and distribute your Works and the Redistributables (if any) is subject to all of the following conditions: (i) all copies of the Works you create must bear a valid copyright notice, either your own or the Borland copyright notice that appears on the Software; (ii) you may not remove or alter any Borland copyright, trademark or other proprietary rights notice contained in any portion of Borland libraries, source code, Redistributables or other files that bear such a notice; (iii) all rights and obligations of the parties here are personal to them and this License Agreement is not intended to benefit nor shall it be deemed to give rise to, any rights in any third party; consequently, Borland provides no warranty at all to any person, other than the Limited Warranty provided to the original purchaser of the Software, and you will remain solely responsible to anyone receiving your Works for support, service, upgrades, or technical or other assistance, and such recipients will have no right to contact Borland for such services or assistance; (iv) you will indemnify, defend and hold Borland, its related companies and its suppliers, harmless from and against any claims or liabilities arising out of the use, reproduction or distribution of your Works; (v) your Works must be written using a licensed, registered copy of the Software; (vi) your Works must add primary and substantial functionality, and may not be merely a set or subset of any of the libraries (including runtime libraries), code, Redistributables or other files of the Software; (vii) regardless of any modifications which you make and regardless of how you might compile, link, or package your Works, the libraries (including runtime libraries), code, Redistributables, and/or other files of the Software (including any portions thereof) may not be used in works created by your end users (i.e., users of your Works) and may not be further redistributed by your end users; and (viii) you may not use Borland's or any of its suppliers' names, logos, or trademarks to market your Works, except to state that your Work was written using the Software.

The Software might include source code, redistributable files, and/or other files provided by a third party vendor ("Third Party Software"). Since use of Third Party Software might be subject to license restrictions imposed by the third party vendor, you should refer to the on-line documentation (if any) provided with Third Party Software for any license restrictions imposed by the third party vendor. In any event, any license restrictions imposed by a third party vendor are in addition to, not in lieu of, the terms and conditions of this License Agreement.

All Borland Software provided under this License Agreement, including but not limited to libraries, source code, Redistributables and other files remain Borland's exclusive property. Borland will retain all right, title and interest in and to the libraries, source code, Redistributables and other files, including the Intellectual Property contained in such property (including but not limited to, ownership of all copyrights, patents, trademarks, service marks worldwide). Regardless of any modifications that you make, you may not distribute any files (particularly Borland source code and other non-compiled files) except those that Borland has expressly designated as Redistributables.

Contact Borland for the applicable royalties due and other licensing terms for all other uses and/or distribution of the Redistributables.

## 5. LIMITED WARRANTY

a. Software provided under this License Agreement, including but not limited to libraries, source code, Redistributables and other files are provided "as is," without warranty of any kind except as expressly provided in this paragraph. Borland warrants that, except with respect to the Redistributables, the Software, as updated and when properly used, will perform substantially in accordance with the accompanying documentation, and the Software media will be free from defects in materials and workmanship, for a period of ninety (90) days from the date of receipt. Any implied warranties on the Software are limited to ninety (90) days. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

b. Borland's and its suppliers' entire liability and your exclusive remedy shall be, at Borland's option, either (a) return of the price paid, or (b) repair or replacement of the Software that does not meet Borland's Limited Warranty and which is returned to Borland with a copy of your receipt. DO NOT RETURN ANY PRODUCT UNTIL YOU HAVE CALLED THE BORLAND CUSTOMER SERVICE DEPARTMENT AND OBTAINED A RETURN AUTHORIZATION NUMBER. This Limited Warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Borland are available without proof of purchase from an authorized non-U.S. source.

c. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BORLAND AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. BORLAND DOES NOT WARRANT THAT THE BORLAND SOFTWARE WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE BORLAND SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS REMAINS WITH YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

## 6. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BORLAND OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR BUSINESS INTERRUPTION, GOODWILL, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) WHETHER BASED ON PRINCIPLES OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DUTY, INDEMNITY, CONTRIBUTION OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF BORLAND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, BORLAND'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LICENSE AGREEMENT SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE

PRODUCT OR U.S. \$25; PROVIDED, HOWEVER, IF YOU HAVE ENTERED INTO A BORLAND SUPPORT SERVICES AGREEMENT, BORLAND'S ENTIRE LIABILITY REGARDING SUPPORT SERVICES SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## 7. AUDIT RIGHTS

You agree to keep all usual and proper records and books of account and all usual and proper entries relating to each installation, copy and authorized user of the Software. Borland may cause an audit and/or inspection to be made of your applicable records and facilities in order to verify your compliance with the terms of this License Agreement. Within thirty (30) days of notice by Borland to you of any error or omission disclosed by such audit, you will make prompt adjustment and reimbursement to Borland of such error or omission. Any such audit or inspection will be conducted by an audit and/or inspection team selected by Borland (other than on a contingent fee basis). Any audit and/or inspection will be conducted during regular business hours at your facilities, with five (5) days written notice. You agree to provide Borland's designated audit or inspection team access to the relevant records and facilities and to otherwise cooperate with such audit or inspection team. Any such audit and/or inspection will be paid for by Borland, provided, however, that in the event that any such examination discloses a shortfall in payment of more than five percent (5%) for any quarter, you agree to (i) pay or reimburse Borland for the reasonable expenses of the examination, as determined in good faith by the parties at the completion of the examination, and (ii) immediately remit payment to Borland for the full amount of any disclosed shortfalls (in addition to the reasonable expenses for such examination).

## 8. EXPORT CONTROLS

You may not download or otherwise export or re-export the Software or any underlying information or technology except in full compliance with all United States and other applicable laws and regulation. In particular, without limiting the foregoing, the Software cannot be downloaded, exported or re-exported into (or to a national or resident of) Cuba, Iraq, Libya, Sudan, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or to anyone on the United States Treasury Department's list of Specially Designated Nationals, the United States Commerce Department's Entity List, or the United States Commerce Department's Denied Parties list. You agree to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. In addition, you are responsible for complying with any local laws in your jurisdiction which may impact your right to import, export or use this Software.

## 9. HIGH RISK ACTIVITIES

The Software is not fault-tolerant and is not designed, intended, or licensed for use in line control equipment or in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, and life support or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Without limiting the generality of the foregoing, Borland and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

## 10. U.S. GOVERNMENT RESTRICTED RIGHTS

The Software and any accompanying documentation are "Commercial Items", as that term is defined at 48 CFR Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 CFR Sections 12.212 and 227.7202, as applicable. Consistent with 48 CFR Sections 12.212 or 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States. Manufacturer is Borland Software Corporation, 100 Enterprise Way, Scotts Valley, CA 95066-3249.

## 11. TERMINATION

Your license to use the Software shall become effective on the date you agree to the terms and conditions of this License Agreement. Your license to use the Software shall terminate automatically if you fail to comply with the limitations described in this License Agreement. No notice shall be required from Borland to effectuate such termination. Upon expiration or termination of this License Agreement for any reason, you shall make no further use of the Software and shall destroy all copies of the Software and all of its component parts on all systems, in all forms, in all types of media and computer memory, and whether or not modified or combined with other materials.

## 12. GENERAL PROVISIONS

This License Agreement is governed by the laws of the State of California, U.S.A., excluding its or any other jurisdiction's choice of law rules and excluding the United Nations Convention for Contracts for the International Sale of Goods, and you further consent to the exclusive jurisdiction by the state and federal courts sitting in Santa Clara County in the State of California for any dispute regarding this License Agreement. This License Agreement gives you specific legal rights; you may have others which vary from state to state and from country to country. Borland reserves all rights not specifically granted in this License Agreement.

This License Agreement will not be modified except by a properly executed written agreement. Any terms and conditions of any purchase order or other instrument issued by you in connection with this License Agreement which are in addition to, inconsistent with or different from the terms and conditions of this License Agreement will be of no force or effect.

If any provision of this License 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.

Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of this License Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under this License Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

Except as expressly permitted hereby, you may not assign any rights or obligations under this License Agreement without the prior consent of Borland.

The provisions of this License Agreement that by their nature and content are intended to survive the performance hereof shall so survive the completion and termination of this License Agreement.

IF YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, please press the "I ACCEPT THE LICENSE AGREEMENT" button below. This will be the legal equivalent of your signature on a written contract, and equally binding. You must agree to these terms and conditions in order to download and install the Software. If you do not agree with these terms and conditions, you should press the "EXIT" button below to exit this download process, as Borland is unwilling to license the Software to you in such case.