

FinalBuilder End User Licence Agreement  
Copyright 2005 - 2011 VSoft Technologies Pty Ltd  
All Rights Reserved.

## **VSoft Technologies Pty Ltd End User License Agreement**

This software end user license agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and VSoft Technologies Pty Ltd (VSoft). Read this document carefully before completing the installation process and using the Software. It provides a license to use the Software and contains warranty information and liability disclaimers. By installing, copying, or otherwise using the Software, you are confirming your acceptance of this EULA and agreeing to become bound by the terms and conditions of this license agreement. If you do not agree with the terms of this EULA, do not install or use the Software.

This EULA covers the following software products: "FinalBuilder 7 Standard", "FinalBuilder 7 Professional", "FinalBuilder 7 Embarcadero Edition" and "FinalBuilder Server", herein referred to as the Software.

### **1. Copyright and Ownership**

This Software is owned by VSoft Technologies Pty Ltd and is protected by copyright laws and international copyright treaties. Therefore, you must treat the Software like any other copyrighted material except that you may make one copy of the Software solely for backup or archival purposes.

### **2. Definitions**

Virtual Machine - a single instance of an operating system running in a "virtualized" computer.

Site - all of the licensing organisation's locations within a 10km (6 mile) radius.

### **3. Grant of License**

The licenses granted in this section are subject to the terms and conditions set forth in this EULA. Upon acceptance of this Agreement, VSoft grants you a non-exclusive, non-transferable, limited license to install and use the Software. You may install and use the Software as permitted by the license type purchased as described below in License Types. The license type purchased is specified in the payment receipt and is also displayed in the About dialog in the Software.

## 4. License Types

**4.1 Named User License:** Under the terms of a Named User License, you may install a reasonable number of copies of the Software provided that the specific Named User is the only individual permitted to use the Software. A Named User is a specific individual designated by you to use the Software. A non-human operated device is counted as a Named User if the device utilizes the Software. A Named User License may not be used concurrently on different computers.

**4.2 Concurrent User License:** Under the terms of a Concurrent User License, you may distribute and install internally within one Site in your organisation up to 10 copies of the Software for each Concurrent User License provided the number of users accessing or using the Software simultaneously does not exceed the Concurrent User Licenses purchased for such use.

**4.3 Site License:** Under the terms of a Site License, you may distribute and install an unlimited number of copies of the Software within once specified Site in your organisation. An unlimited number of users may access the Software simultaneously within the specified Site.

**4.4 Server License:** FinalBuilder Server licenses are included free with FinalBuilder 7 Professional licenses. Under the terms of a Server License you may install and use the Software on a single computer or on a single Virtual Machine. A Server License allows an unlimited number of anonymous users to view build information and 3 registered users to control builds. The number of builds able to be run concurrently is limited to the organisation's number of named and/or concurrent licenses. A Site License allows an organisation to run an unlimited number of concurrent builds within the one specified site.

**4.5 Trial License:** Under the terms of a Trial License you may use the Software for Evaluation purposes only. You may use the Software to test whether it meets your requirements. The Software is equipped with a mechanism that prevents the usage of the Software after a certain period of time has elapsed. You agree that you will delete the Software from all computers systems to which you have installed it when this date has been reached, or purchase a license to allow you to continue using the Software.

**4.6 Not For Resale License (NFR):** Under the terms of a Not For Resale License the Software may be installed and used by the licensed user only for the purpose of reviewing or evaluating the Software. Not For Resale Licenses may not be used for commercial, professional, or for-profit purposes.

## 5. License Restrictions

The following license restrictions apply, except to the extent where contrary to applicable law.

5.1 The Software product is licensed, not sold. You are not obtaining title to the Software or any copyrights. You may not sublicense, rent, lease, convey, modify, translate, convert to another programming language, decompile, reverse engineer, or disassemble the Software for any purpose.

5.2 The Software is licensed as a single product. The Software may not be separated for use on more than one computer.

5.3 You may not transfer your rights or license to another person or entity without written permission from VSoft.

5.4 VSoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA and you must destroy all copies of the Software.

5.5 The Software License key file may not be distributed, modified or decrypted.

## **6. License Enforcement and Software Updates**

6.1 The Software may utilise your internal network connection to prevent intentional or unintentional violation of your license agreement by communicating with other running instances of the Software.

6.2 The Software may utilise your Internet connection for the purposes of determining if a new version of the Software is available. No personal details or license information is transmitted during this process.

## **7. Disclaimer of Warranty**

THIS SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO THE APPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME THE ENTIRE RISK AS TO THE ACCURACY AND THE USE OF THE SOFTWARE AND ALL OTHER RISK ARISING OUT OF THE USE OR PERFORMANCE OF THIS SOFTWARE AND DOCUMENTATION. VSOFT DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. THE SOFTWARE IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, THE DESIGN, CONSTRUCTION, MAINTENANCE OR OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS. VSOFT SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSE.

## **8. Limitation of Liability**

VSOFT SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SOFTWARE, EVEN IF VSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VSOFT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT,

INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF VSOFT 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. VSOFT'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE SOFTWARE THAT CAUSED SUCH DAMAGE.

## **9. Marketing**

You agree to be identified as a customer of VSoft and agree that VSoft may refer to you by name, trade name and trademark, if applicable, and may briefly describe your business in VSoft's marketing materials and web site. You hereby grant VSoft a license to use your name and any of your trade names and trademarks solely in connection with the rights granted to VSoft pursuant to this marketing section.

If this clause breaches your company policy or you do not wish to be bound by this clause, VSoft are happy to remove it upon request.

## **10. General**

This Agreement is governed by the laws of the Australian Capital Territory, Australia. If any provision of this Agreement is invalid or unenforceable, that provision shall be enforced to the maximum extent permissible, to give effect to the parties' intention, and the other provisions shall continue in full force and effect. You acknowledge that this license constitutes the entire agreement between the parties, and supersedes any proposal, representation or prior agreement, oral or written, and any other communications. If this Software was acquired outside Australia, then local laws may apply.

Should you have any questions concerning this EULA, or if you desire to contact VSoft for any reason, please contact us directly:

Postal: PO Box 126, Erindale Centre, ACT 2903

Telephone: +61 2 6282 7488

Facsimile: +61 2 6282 7488

Email: [salesinfo@vsoft-tech.com.au](mailto:salesinfo@vsoft-tech.com.au)