

# Time Traveler™ End User License Agreement

This license allows you to install Time Traveler™ on one workstation or server. You may not install the software on more than one machine at the same time. (See below.)

Time Traveler<sup>™</sup> is Copyright(c) 2008 Bears on the Loose, Incorporated. All rights reserved.

# END-USER LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) later referred to as "LICENSEE" and Bears on the Loose, Incorporated, later referred to as "BEARS" for the software product "TIME TRAVELER," later referred to as "SOFTWARE". By installing, copying, or otherwise using the SOFTWARE, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not purchase, install or use the SOFTWARE.

BEARS may have patents, patent applications, trademarks, copyrights, or other intellectual property rights covering subject matter in this document. The furnishing of this document does not give you any license to these patents, trademarks, copyrights, or other intellectual property.

# SOFTWARE LICENSE

Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the SOFTWARE. The SOFTWARE is licensed, not sold.

# I. GRANT OF LICENSE. This EULA grants LICENSEE the following rights:

- 1. LICENSEE may use this SOFTWARE. "Use" of the SOFTWARE means that LICENSEE has loaded, installed or run the SOFTWARE on to a workstation or server (latter referred to as "computers" or "computer").
- 2. LICENSEE may use the SOFTWARE on computers owned or leased by the LICENSEE.

- 3. LICENSEE may not simultaneously use the SOFTWARE on more than one computer.
- 4. LICENSEE may use this SOFTWARE in compliance with all applicable laws and not for any unlawful purpose. Without limiting the foregoing, use, display or distribution of this SOFTWARE together with material that is pornographic, racist, vulgar, obscene, defamatory, libelous, abusive, promoting hatred, discriminating or displaying prejudice based on religion, ethnic heritage, race sexual orientation or age is strictly prohibited.
- 5. LICENSEE may make a copy of the licensed SOFTWARE for backup purposes.

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

- 6. LICENSEE may not reverse engineer, recompile, disassemble, modify, or translate the SOFTWARE or make any attempt to discover the source code of the SOFTWARE.
- 7. LICENSEE may not transfer, sell, re-sell, offer for sale or distribute the SOFTWARE. The sale of and or distribution of copies of this SOFTWARE are strictly forbidden. It is a violation of this EULA to sell, loan, rent, lease, borrow, or transfer the use of copies of the Software except if it's permitted by the terms and/or conditions of a separate agreement signed by BEARS.

# III. SUPPORT SERVICE.

The LICENSEE is entitled to free support service in the English language via electronic communication for 180 days from the date of purchase. The free support service includes technical support, customer support and all updates and new releases for the SOFTWARE during that term. Any supplemental software codes provided to the LICENSEE as a part of the support service shall be considered as a part of the SOFTWARE and subject to the terms and conditions of this EULA.

# IV. DISCLAIMER OF WARRANTY.

THIS SOFTWARE AND THE ACCOMPANYING FILES ARE DISTRIBUTED and SOLD "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OR MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED. LICENSEE USES THE SOFTWARE AT HIS OWN RISK.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall BEARS or its employees, contractors, agents, distributors or suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, loss of data, loss of business opportunity, loss or damages to property, injuries to any person or any pecuniary loss,) arising out of the use of or inability to use the SOFTWARE, even if BEARS has been advised of the possibility of such damages. In any case, BEARS entire liability under any provision of this EULA shall be limited EXCLUSIVELY TO PRODUCT REPLACEMENT.

# V. GOVERNING LAW

This agreement shall be governed by the laws of the Province of Quebec and the laws of Canada applicable therein. You hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the court of Montreal, Quebec, and any competent Courts of Appeal there from. If any provision shall be considered unlawful, void or otherwise unenforceable, then that provision shall be deemed severable from this license and not affect the validity and enforceability of any other provisions.

BEARS reserves all rights not expressly granted here.

#### VI. ACKNOWLEDGEMENT

I, the LICENSEE, acknowledge that I have read the above EULA and agree with the terms and conditions of the agreement. I also agree that the EULA supersedes any prior agreement, written or verbal, which may exist between me and BEARS on the subject of the SOFTWARE.