

G.D.G. Software SAS END-USER LICENSE AGREEMENT FOR PAQUET BUILDER

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 G.D.G. Software SAS ("G.D.G. Software") for the software product named "Paquet Builder" ("Software Product"), including any software, media, and related on-line, printed or electronic documentation.

By installing, copying, or otherwise using the Software Product, you agree to be bound by the terms of this License Agreement. If you do not agree to the terms of this License Agreement, do not install, copy, or use the Software Product.

This license agreement shall supersede any verbal, or prior verbal or written, statement or agreement to the contrary.

1. OWNERSHIP

The Software Product is proprietary to G.D.G. Software. The Software Product is licensed, not sold, to you notwithstanding any reference herein to "purchases." You acknowledge and agree that: (a) the Product is protected under copyright laws and international copyright treaty; (b) G.D.G. Software retains all copyrights and other intellectual property rights in the Software Product; (c) there are no implied licenses under this License, and any rights not expressly granted to you hereunder are reserved by G.D.G. Software; (d) you acquire no ownership or other interest (other than your license rights) in or to the Software Product; and (e) G.D.G. Software owns all copies of the Software Product, however made. You agree that you will not, at any time, contest anywhere in the world G.D.G. Software's ownership of the Software Product, nor will you challenge the validity of G.D.G. Software's rights in the Software Product.

2. NO WARRANTY

This Software Product and/or related documentation and files are provided on an "as is" basis, without any representation or warranty of any kind, either express or implied, including without limitation any representations or endorsements regarding the use of, the results of, or performance of the Software Product, its appropriateness, accuracy, reliability, or correctness. The entire risk as to the use of the Software Product is assumed by you.

G.D.G. Software and/or any developer of the Software Product do not assume liability for the use, installation and distribution of the Software Product: in no event shall G.D.G. Software and/or developers of the Software Product be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Software Product, even if G.D.G. Software has been advised of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In this case G.D.G. Software will only be liable for the amount of money you spent for the Software Product in exchange for the return of the product, all copies, registration papers and manuals, and all materials that constitute a transfer of ownership from the customer back to G.D.G. Software.

3. LICENSES

Upon your acceptance of the terms and conditions of the License Agreement, G.D.G. Software grants you the right to use the Software Product in the manner provided below.

The Software Product is available as an "evaluation version" which includes three states: "Freeware", "Trial" and "Registered" editions.

You may distribute the evaluation version of the Software Product that is available for public download at <https://www.installpackbuilder.com> at the moment that you do distribute it, on the condition that you do this

by making identical copies of the downloaded file(s). Public download means any file that can be downloaded by browsing to <https://www.installpackbuilder.com> and navigating through the links visible on the page, without the use of any password that you may type in or that may be automatically supplied by your browser if you have typed it in before. You must not ask payment for the act of distributing the evaluation version of the Software Product or for the evaluation version itself. You may ask a reasonable contribution to cover your expenses in material, shipping and communication costs. You must make it clear to the recipient that you are sending an evaluation version and that the recipient will have to accept a license agreement in order to evaluate it, and make payment in order to use one of the Registered editions of the Software Product. You must not distribute the evaluation version by making it part of a larger package, unless that package is a collection of evaluation software and other software that does not require payment.

When you run the Software Product, a dialog box is displayed at startup asking you to select between two states: "Freeware" or "Trial" editions. The "Registered" editions are only available if you have acquired a registered license as stated below. The "Registered" editions will not display such a dialog box at startup.

3.1. "Freeware" edition

G.D.G. Software grants you the personal, nonexclusive, nontransferable and limited license to use the "Freeware" edition of the Software Product solely, free of charge and for your own internal purposes. You acknowledge that the "Freeware" edition does not provide all the features of the Software Product (it is not fully functional), and that compiled packages created using the "Freeware" edition can be freely distributed but not for any commercial, business, governmental or institutional purpose of any kind.
COMPILED PACKAGES THAT YOU CREATE USING THE "FREEWARE" EDITION DO NOT CONTAIN ANY NAG MESSAGE AT STARTUP BUT THEY WILL BEAR A NOTICE THAT THEY WERE CREATED WITH THE "FREEWARE" EDITION OF THE SOFTWARE PRODUCT.

3.2. Evaluation - "Trial edition"

In order to evaluate all of the features of the Software Product, you may select the "Trial" edition on a temporary basis for trial, evaluation, non-commercial purposes only (the "Evaluation Period"): the Software Product is fully functional and it works in a real evaluation state called "Trial" edition.

The Evaluation Period is limited to the greater of the period of time specified to you by G.D.G. Software or thirty (30) days from the date the "Trial" edition is tested for the first time. At the end of the Evaluation Period your license to use the "Trial" edition expires. During the Evaluation Period, G.D.G. Software grants you the personal, nonexclusive, nontransferable and limited license to use the Software Product solely for evaluation purposes. The Software Product does NOT contain a time-out feature that disables its operation after the expiration of the Evaluation Period; nevertheless you agree to cease using the "Trial" edition after the expiration of the Evaluation Period.

COMPILED PACKAGES THAT YOU CREATE USING THE "TRIAL" EDITION WILL FEATURE A REMINDER MESSAGE AT STARTUP.

In order to use all the features of the Software Product after the Evaluation Period, you must obtain from G.D.G. Software, or its authorized distributors or resellers a registered license to use the Software Product in the "Registered" edition, in accordance with the terms and conditions of this License Agreement.

You may not use the Software Product in the "Trial" edition state for any commercial, business, governmental or institutional purpose of any kind. At the end of the Evaluation Period, further use of the "Trial" edition by you is prohibited without the purchase of a registered license. If you do not purchase a registered license for the Software Product at the end of the Evaluation Period, you hereby agree to revert back to the "Freeware" edition or permanently remove or delete the Software Product from computer systems, including Servers and workstations, on which it was installed and destroy any software and documentation received. If you desire to continue to use the Software Product in a "Registered" edition following the Evaluation Period, you should contact G.D.G. Software or an authorized distributor or reseller to purchase registered licenses.

3.3. Registered License - "Registered editions"

When the Software Product does not work in the "Freeware" and/or "Trial" editions (as defined above), it works in a "Registered mode" called "Registered edition", i.e. all of the limitations of the "Trial" and/or "Freeware" editions are therefore removed. Only a registered license is allowed to make the Software Product work in a Registered mode.

The following terms of this section are applicable to you only if you have acquired a registered license for one of the Registered editions of the Software Product (Personal or Commercial), directly from G.D.G. Software or an authorized distributor or reseller.

For each registered license that you acquire to use the Software Product, you will be provided with an activation code by G.D.G. Software or its authorized distributors or resellers.

You must follow the instructions provided with your activation code to turn the Software Product into the Registered edition of the Software Product you purchased. After successful activation, the Software Product will work in the Registered edition ("Registered Software Product").

3.3.1. Standard (hardware-locked) License: You may activate and use the Software Product on a single computer solely. Activation on a second computer, such as a laptop and a desktop computer, is permitted if it is guaranteed that you are the exclusive user of both computers.

You may deactivate the Registered Software Product to transfer it from a computer to another one. You may also need to reactivate the Registered Software Product if you modify your computer hardware, alter the Registered Software Product or upgrade to a new version.

If the number of activations for the Registered Software Product exceeds the allowed number of activations, the activation process can be blocked: you must purchase additional licenses of the Registered Software Product, or you have to deactivate from a computer to transfer the Registered Software Product to another computer.

3.3.2. Floating (not hardware-locked) License: You may install and use the Registered Software Product on multiple computers, internal servers or build machines within the same organization. Use of the Registered Software Product is limited by the number of floating licenses owned. Only one person per floating license owned may use the Software Product at the same time.

Transferring your License. You may transfer all of your rights to use the Registered Software Product to another person, provided that you transfer to that person all of the software, disks (if applicable), and documentation provided in this package (including this agreement), and transfer or destroy all copies in any form. Remember, once you transfer the software, you no longer have any right to use it, and the person to whom it is transferred may use it only in accordance with the copyright law, international treaty, and this license agreement.

Activating the Registered Software Product can be automated or manual.

Automated activation lets the Registered Software Product send your activation code, a unique machine ID based only on computer characteristics, and the Software Product's version number to G.D.G. Software itself. In addition, the Internet Protocol address of your Internet connection is received by G.D.G. Software. No other personal information is sent to G.D.G. Software.

Manual activation requires you to go to the website whose address is <https://activation.installpackbuilder.com> (not necessarily with the machine you want to activate the Registered Software Product on) and follow the instructions given there.

All received information may be stored by G.D.G. Software and reused to detect and prevent fraud and abuse of the Registered Software Product. Activation protects G.D.G. Software against unlawful copying

and ensures you that you are using a genuine Registered Software Product.
You agree that you may not be able to use the Registered Software Product if it is not activated.

You acknowledge that there are technological measures in this Software Product that are designed to prevent unlicensed or illegal use of the Software Product. You agree that G.D.G. Software may use those measures and you agree to follow any requirements regarding such technological measures.

You have no right to distribute, share, duplicate, nor publish your activation code except for backup purposes only; subject to the other terms and conditions of this License, you may make a reasonable number of copies of the Registered Software Product to backup devices such as hard disks, optical media, or tape and one (1) physical CD media backup copy of the Registered Software Product solely to replace the original copy provided to you if the original copy is damaged or destroyed. All rights not specifically granted to you herein are retained by G.D.G. Software.

4. COMPILED PACKAGES

You may create Self-Extracting archives and/or installers as Windows(R) executable files ("Packages") using the Software Product. You may reproduce and distribute, in executable form only, packages which you create using the Software Product without additional license or fees, subject to all of the conditions in this section.

The Software Product may include certain files ("Redistributables") intended for distribution by you to the users of publications you create. Redistributables include runtime modules and their setup programs identified in the accompanying electronic or on-line documentation. In any event, the Redistributables for the Software Product are only those files specifically designated as such by G.D.G. Software. From time to time, G.D.G. Software may designate other files as Redistributables. You should refer to the documentation, including any "readme" files included with the Software Product, for additional information.

Subject to all of the conditions in this statement, you may reproduce and distribute exact copies of the Redistributables, provided that such copies are made from the original copy of the Software Product or the copy transferred to the single hard disk. Copies of Redistributables may only be distributed with and for the sole purpose of executing publications permitted under this statement that you have created using the Software Product. Under no circumstances may any copies of Redistributables be distributed separately. You may not reproduce or distribute any documentation of the Software Product without the permission of G.D.G. Software.

The license granted in this statement for you to create your own compiled Packages and distribute them and the Redistributables (if any) is subject to all of the following conditions: (a) all copies of the Packages you create must bear a valid copyright notice, either your own or copyright notice of G.D.G. Software that appears on the Software Product; (b) you may not remove or alter any copyright, trademark or other proprietary rights notice of G.D.G. Software contained in any portion of Redistributables or other files that bear such a notice; (c) G.D.G. Software provides no warranty at all to any person and you will remain solely responsible to anyone receiving your Packages for support, service, upgrades, or technical or other assistance, and such recipients will have no right to contact G.D.G. Software for such services or assistance; (d) you will indemnify and hold G.D.G. Software, and its suppliers, harmless from and against any claims or liabilities arising out of or related to the use, procurement, reproduction or distribution of your Packages by third parties; (e) you are expressly prohibited from using the Software Product to package and distribute malicious code, including but not limited to viruses, worms, rootkits and Trojans, as well as any program that contains code to defeat data encryption or unauthorized surveillance, such as keystroke logging or any other form of "malware" or spyware as they are defined according to generally accepted industry standard definitions of such programs; (f) only registered users of the Commercial edition may remove the "Made with Paquet Builder, <https://www.installpackbuilder.com>" notice from the Version Information of their packages; (g) you may not alter or modify the binary form of the Packages once they were compiled with the Software Product.

5. LIMITATIONS

You may not: (a) modify, adapt, alter, translate, or create derivative works of the Software Product or merge the Software Product with other software other than as described in the Software Product's accompanying documentation or as approved of in writing by G.D.G. Software; (b) lease, rent or loan the Software Product to any third party; (c) sublicense, distribute or otherwise transfer the Software Product or any component thereof to any third party except as expressly authorized in this Agreement; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software Product; (e) remove, alter, or obscure any confidentiality or proprietary notices (including copyright and trademark notices) of G.D.G. Software or its suppliers on the Software Product; (f) attempt to unlock or bypass any copy protection or authentication algorithm utilized by the Software Product (g) allow third parties to access or use the Software Product such as in a time-sharing arrangement or operate the Software Product as part of a service bureau or for the use or benefit of third parties; (h) use the Software Product in a manner that allows other users than you to use the Software Product; (i) reproduce or use the Software Product except as expressly authorized under the Sections named "Registered License"; or (j) disclose or publish performance benchmark results for the Software Product.

6. SERVICES, UPDATES

G.D.G. Software is not required under this License to provide any installation, training or other services to you. If, pursuant to a separate support agreement or otherwise, G.D.G. Software provides you with a new release, error correction, update, upgrade or other modification to the Software Product, such modification will be deemed part of the Software Product, and subject to the terms of this License, unless the modification is expressly provided subject to a separate license agreement. G.D.G. Software reserves the right at any time not to release or to discontinue release of any Software Product and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of any future releases of the Software Product.

During the lifetime of the Software Product, G.D.G. Software may provide technical support in response to email requests or via the forum at <https://www.gdgsoft.info>. E-mail support requests must be sent to the addresses specified in the documentation of the Software Product. G.D.G. Software is not responsible for your failure to receive response to your support inquiry, based upon your use of junk mail controls and filters.

7. TERMINATION

Without prejudice to any other rights, G.D.G. Software may terminate this License Agreement if you fail to comply with the terms and conditions of this License Agreement. In such event, all rights granted under this License Agreement will immediately terminate and you must stop all use of the Software Product and any Redistributables; (b) you must destroy all copies of the Software Product provided to or made by you, including all component parts; and (c) all provisions of this License Agreement with the exception of the licenses granted in sections 3 and 4, will survive termination of this License Agreement for any reason.

This License Agreement constitutes the entire, final and exclusive agreement between you and G.D.G. Software regarding the specific license transaction described herein. If any provision of this License is held to be illegal, invalid or unenforceable for any reason, then such provision will be enforced to the maximum extent permissible and the remainder of the provisions of this License Agreement will remain in full force and effect.

If you have any questions about this License Agreement, please contact
G.D.G. Software SAS
e-mail: info@gdgsoft.com

website: <https://www.gdgsoft.com>

postal address available at <https://www.gdgsoft.com/info/about.aspx>

Paquet Builder

Copyright © G.D.G. Software 2006-2018. All rights reserved.