

REALITYSOFT CLOSED SOURCE SOFTWARE LICENSE AGREEMENT (V1.0)

IMPORTANT—READ CAREFULLY: This RealitySoft Software License Agreement ("Agreement") is a legal agreement between you (either an individual or a single entity) and RealitySoft ("Licensor") for the Mega OS "Sierra" software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation (collectively, the "Product"). The Product includes the following versions: Mega OS "Sierra" Pro, Mega OS "Sierra" Education, and Mega OS "Sierra" Ultimate. By installing, copying, or otherwise using the Product, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not install or use the Product.

1. GRANT OF LICENSE

RealitySoft grants you the following rights, provided that you comply with all terms and conditions of this Agreement:

- 1.1. Installation and Use:** You may install and use one copy of the Product on a single device, such as a workstation, terminal, or other device ("Workstation Computer").
- 1.2. Storage:** You may also store or install a copy of the Product on a storage device, such as a network server, used only to install or run the Product on your other Workstation Computers over an internal network; however, you must acquire and dedicate a license for each separate Workstation Computer on which the Product is installed or run from the storage device. A license for the Product may not be shared or used concurrently on different computers.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

- 2.1. Not for Resale Software:** You may not resell, redistribute, or otherwise transfer for value, the Product.
- 2.2. Limitations on Reverse Engineering, Decompilation, and Disassembly:** You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- 2.3. Separation of Components:** The Product is licensed as a single product. Its component parts may not be separated for use on more than one computer.
- 2.4. Rental:** You may not rent, lease, or lend the Product.
- 2.5. Support Services:** RealitySoft may provide you with support services related to the Product ("Support Services"). Any supplemental software code provided to you as part of the Support Services shall be considered part of the Product and subject to the terms and conditions of this Agreement.
- 2.6. Termination:** Without prejudice to any other rights, RealitySoft may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement. In such event, you must destroy all copies of the Product and all of its component parts.

3. COPYRIGHT

All title and intellectual property rights in and to the Product (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Product), the accompanying printed materials, and any copies of the Product are owned by RealitySoft or its suppliers. The Product is protected by copyright laws and international treaty provisions. Therefore, you must treat the Product like any other copyrighted material except that you may install the Product on a single device provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the Product.

4. EXPORT RESTRICTIONS

You acknowledge that the Product is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Product, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

5. DISCLAIMER OF WARRANTIES

To the maximum extent permitted by applicable law, RealitySoft and its suppliers provide the Product and any (if any) support services related to the Product ("Support Services") as is and with all faults, and hereby disclaim all warranties and conditions, whether express, implied, or statutory, including, but not limited to, any (if any) implied warranties, duties, or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Product, and the provision of or failure to provide Support Services.

6. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall RealitySoft or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty, including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the Product, the provision of or failure to provide Support Services, or otherwise under or in connection with any provision of this Agreement, even if RealitySoft or any supplier has been advised of the possibility of such damages.

7. GOVERNING LAW

If you acquired this Product in the United States, this Agreement is governed by the laws of the State of [State], U.S.A. If you acquired this Product in Canada, unless expressly prohibited by local law, this Agreement is governed by the laws in force in the Province of [Province], Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in [Province]. If you acquired this Product outside of the United States, then local law may apply.

8. ENTIRE AGREEMENT

This Agreement (including any addendum or amendment to this Agreement which is included with the Product) is the entire agreement between you and RealitySoft relating to the Product and the

support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Product or any other subject matter covered by this Agreement. To the extent the terms of any RealitySoft policies or programs for support services conflict with the terms of this Agreement, the terms of this Agreement shall control.

RealitySoft

Jack T. Wingard

realitysoftofficial@gmail.com

+1 (724) 429-1823