

BBEdit® End User License Agreement:

You, the Licensee, assume responsibility for the selection of the BBEEdit® program to achieve your intended results, and for the installation, use, and results obtained from the program. Your downloading and installing the program constitutes your acceptance of these terms and conditions. If you do not accept these terms and conditions, then do not download and install the program and contact Bare Bones Software, Inc., for a full refund if you have purchased a license.

License:

You may use the program and documentation and copy the program and documentation into any machine-readable or printed form for backup or support of your use of the program and documentation on any number of machines, provided that no copy of the program and documentation may be used by anyone other than you. You may use the program in this manner at no charge for a period of 30 days following your first launch of it; the program will be fully functional during this period. After this 30 day period, however, certain functions and features of the program will cease to operate. For so long as you are in compliance with the terms of this Agreement you may continue to use the program in this modified state and the terms of this Agreement will continue to apply; if you wish to restore full functionality and features of the program, you may purchase a license to do so and the terms of this Agreement will continue to apply.

You may not use or copy the program or documentation, or any copy thereof, in whole or in part, except as provided in this Agreement. You also may not modify or transfer (whether or not for consideration) the program or documentation, or any copy thereof, in whole or in part. If you use, copy, modify, or transfer the program or documentation, or any copy thereof, in whole or in part, except as expressly provided for in this Agreement, your license is automatically terminated.

Whether or not you purchase a full functionality license to the program, from time to time Bare Bones Software, Inc., may make available to you those bug fixes, enhancements, error corrections, and other changes and additions to the program that it makes generally available to its other licensees at no charge, outside of major releases (collectively, "Updates"). Updates are considered to be minor releases. Bare Bones Software, Inc., owns the rights to these Updates, and Updates are included within the BBEEdit program and are licensed to you for use under the terms of this Agreement.

From time to time Bare Bones Software, Inc., may make commercially available a subsequent major release to the version you have licensed (each, an "Upgrade"). You may obtain a license to that Upgrade, to which the terms of this Agreement shall also apply, and the Upgrade shall also be considered the "program" for these purposes. Bare Bones Software, Inc., owns the rights to all Upgrades as well. For clarity, you may use more than one version and release of the program under this license, but your use of all such versions and releases are subject to the terms of this Agreement.

Term:

The license is effective on the date you accept this Agreement and remains in effect until terminated as indicated above or until you terminate it. If the license is terminated for any reason, you agree to destroy the program and documentation, together with all copies thereof, in whole or in part, in any form, and to cease all use of the program and documentation.

Limited Warranty and Limitation of Remedies:

THE PROGRAM, DOCUMENTATION AND ANY SUPPORT FROM BARE BONES SOFTWARE, INC., ARE PROVIDED "AS IS" AND WITHOUT WARRANTY, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL BARE BONES SOFTWARE, INC. BE LIABLE FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF BARE BONES SOFTWARE, INC. IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY YOU OR ANY THIRD PARTY.

General Terms:

This Agreement can only be modified by a written agreement signed by you and Bare Bones Software, Inc. and changes from the terms and conditions of this Agreement made in any other manner will be of no effect. If any portion of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of the Agreement shall not in any way be affected or impaired thereby. This Agreement shall be governed by

the laws of The Commonwealth of Massachusetts, without giving effect to conflict of laws provisions thereof. As required by United States export regulations, you shall not permit export of the program or any direct products thereof to any country to which export is then controlled by the United States Department of Commerce and its associated agencies and bureaus, unless you have the prior written approval of that Department, agency, or bureau. Use of the program and documentation by military and civilian offices, branches or agencies of the U.S. Government is restricted in accordance with the applicable Federal Acquisition Regulations (under which the program and documentation constitute "restricted computer software" that is "commercial computer software") or Department of Defense Federal Acquisition Regulations Supplement (under which the program and documentation constitute "commercial computer software" and "commercial computer software documentation") to that consistent with only those rights as are granted pursuant to the terms and conditions hereof.

Acknowledgment:

You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between you and Bare Bones Software, Inc. which supersedes all proposals or prior agreements, oral or written, and all other communications between you and Bare Bones Software, Inc. relating to the subject matter of this Agreement.

Rev. Jan. 2021