

# ParallelGraphics Limited End-User License Agreement

**IMPORTANT - READ CAREFULLY:** This ParallelGraphics End-User License Agreement (the "Agreement") is a legal agreement between you, either an individual or a single entity (the "Licensee"), and ParallelGraphics Limited (the "Licensor") for the ParallelGraphics software product Cortona3D Viewer (the "Software"). By installing, copying or otherwise using the Software, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, do not install, copy or otherwise use the Software.

## 1. Agreement

1.1 The Licensor hereby grants the Licensee the following rights for the Licensee own purposes only, and not those of any third party:

- 1) The Licensee may install, use, access, display, and run one copy of the Software on a single computer (the Software is used when it is loaded into RAM and/or installed on the computer hard drive);
- 2) The Licensee may use the Software for personal and non-commercial purposes only. For all other use, an appropriate license should be obtained from the Licensor.

1.2 The Software and any associated documentation (the "Documentation") contain confidential information of the Licensor and all copyrights, trademarks and all other intellectual property rights in and to the Software and Documentation are and shall remain the sole and exclusive property of the Licensor. Nothing in this Agreement shall confer any rights in any trade name, business name or trademark of the Licensor on the Licensee. The provisions of this Clause 1.2 shall continue to operate after the termination of this Agreement.

1.3 Save as otherwise expressly set out herein and as otherwise expressly permitted by law, the Licensee shall not:

- 1) Make any temporary or permanent reproduction by any means and in any form, in whole or in part, of the Software or the Documentation;
- 2) Make any translation, adaptation, arrangement or any other alteration of the Software or the Documentation;
- 3) Make any form of distribution to the public of the Software or the Documentation, in whole or in part, or of copies thereof;
- 4) Disseminate, sell, give away, hire, lease, offer or expose for sale or distribute the Software, or another product wholly or partially derived from any of the foregoing;
- 5) Assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the Software or the Documentation or use the Software or the Documentation on behalf of any third party, or make available the same to any third party without the prior written consent of the Licensor;
- 6) Adapt or reverse compile the whole or any part of the Software or the Documentation;
- 7) Copy the Software except for a reasonable number of copies of the Software for back-up purposes;
- 8) Remove or alter any copyright or other proprietary notice from the Software or the Documentation;
- 9) Use the Software and the Documentation for commercial purposes.

1.4 The Licensor will not be bound by any term, condition or other provision proffered by the Licensee which is different from or in addition to the provisions of this Agreement unless the Licensor agrees to such provisions in writing.

1.5 No amendment, modification or waiver of any of the provisions of this Agreement shall be valid unless set out in writing and signed by each party.

1.6 If any provision of this Agreement shall be found by any court or administrative body of any competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

1.7 This Agreement shall be binding upon and inure to the benefit of any successor of the Licensee who, whether by merger, purchase, or otherwise acquires all or substantially all of the assets or business of the Licensee. The Agreement may not otherwise be assigned, sublicensed, or transferred by the Licensee without the written consent of the Licensor.

## 2. Term and Termination

- 2.1 The Licensor may terminate this Agreement if the Licensee breaches any of the terms of this Agreement and fails to remedy such a breach within fifteen (15) days of receipt of written notice from the Licensor. Upon such termination the Licensee shall destroy the Software, the Documentation and any back-up or archival copy of the Software and shall provide written certification of such destruction to the Licensor.
- 2.2 The Licensee may terminate this Agreement at any time by destroying the Software, the Documentation and any back-up or archival copy of the Software and notifying the Licensor in writing of such destruction.
- 2.3 All provisions of this Agreement which in order to give effect to their meaning need to survive its termination shall remain in full force and effect thereafter.

### **3. Warranties**

- 3.1 The Licensor warrants that its title to and property in the Software and the Documentation is free and unencumbered and that it has the right, power and authority to license the same upon the terms and conditions of this Agreement.

### **4. Maintenance and Support**

- 4.1 The Licensee hereby acknowledges that the Licensor is not obliged to provide any maintenance or support services in respect of the Software.

### **5. Consequential Damages**

- 5.1 In no event shall the Licensor be liable for any indirect, incidental, special or consequential damages (including without limitation any loss of data or business interruption) arising out of the performance or failure of the Software.

### **6. Liability**

- 6.1 The Licensor does not warrant that the Software and/or the Documentation will meet the Licensee requirements or that the operation of the Software will be uninterrupted or error free.
- 6.2 Except as expressly provided herein, all conditions and warranties (express or implied, statutory or otherwise) are excluded by the Licensor, including without limitation any warranties implied by the Sale of Goods Act 1893 as amended by the Sale of Goods and Supply of Services Act 1980 or by Section 39 of the said 1980 Act.

### **7. Governing Law**

- 7.1 This Agreement will be governed and construed in accordance with the laws of Ireland.