

Cornucopia3D License Agreement

THIS LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY), THE END USER, AND E-ON SOFTWARE, INC ("E-ON SOFTWARE"). IT IS A LICENSE AGREEMENT, AND NOT AN AGREEMENT FOR SALE OF THIS PRODUCT ("PRODUCT") OR ANY OTHER RELATED PRODUCT. BY DOING ANY OF THE FOLLOWING, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA: INSTALLING, COPYING, ACCESSING, MODIFYING, ADAPTING OR OTHERWISE USING THE PRODUCT OR ANY PART OF THE PRODUCT (COLLECTIVELY REFERED TO AS "USE").

THE PRODUCT MAY INCLUDE ASSOCIATED MEDIA, WRITTEN MATERIALS, IMAGES, MAPS AND OTHER FILES. ALL COMPONENTS OF THE PRODUCT ARE LICENSED TOGETHER AS A SINGLE PRODUCT. ITS COMPONENT PARTS MAY NOT BE SEPARATED FOR USE ON MORE THAN ONE COMPUTER OR SOLD SEPARATELY.

THE PRODUCT AUTOMATICALLY INCLUDES ANY UPDATES, SUPPLEMENTS OR AMENDMENTS TO THE ORIGINAL PRODUCT PROVIDED TO YOU. IF THE UPDATES, SUPPLEMENTS OR AMENDMENTS CONTAIN A SEPARATE AGREEMENT WHICH EITHER AMENDS OR REPLACES THIS EULA, USE OF THE UPDATE, SUPPLEMENT OR AMENDMENT CONSTITUTES YOUR FULL AGREEMENT TO THE AMENDED OR REPLACEMENT EULA.

ANY COMPONENT PROVIDED ALONG WITH THE PRODUCT THAT IS ASSOCIATED WITH A SEPARATE END-USER LICENSE AGREEMENT IS LICENSED TO YOU UNDER THE TERMS OF THAT LICENSE AGREEMENT.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE ANY USE OF THE PRODUCT.

IF YOU DISAGREE WITH ANY OF THE FOLLOWING, IN PART OR IN WHOLE, YOU ARE NOT ALLOWED TO USE THE PRODUCT, AND SHOULD RETURN THE DATA PACKAGE UNOPENED (WITH ALL ACCOMPANYING MATERIALS) WITHIN THIRTY (30) DAYS FROM THE DATE OF PURCHASE together with A COPY OF YOUR INVOICE TO THE DEALER FROM WHOM YOU PURCHASED IT FOR A FULL REFUND. YOU ARE SUBJECT TO ANY ADDITIONAL RETURN POLICIES AND REQUIREMENTS OF THE DEALER FROM WHICH YOU PURCHASED THE PRODUCT. IF YOU ACQUIRED THE PRODUCT THROUGH ELECTRONIC SOFTWARE DOWNLOAD, YOU MUST DELETE ALL FILES THAT ARE PART OF THE PRODUCT, INCLUDING ANY AND ALL BACKUPS YOU MAY HAVE CREATED.

1. License

In consideration of the payment of a license fee, you are granted a personal, non-exclusive, non-transferable license to use the Product under the terms stated herein. You understand and agree that the Product may be protected by one or several copy-protection systems that only allow you to use the Product together with the software license for which it was acquired.

Should e-on software be required, from or on your behalf, to collect and/or pay applicable taxes in connection with this license fee, you agree to repay such taxes to e-on software. You also agree to pay e-on software for all costs, expenses, and attorney's fees incurred by e-on software during the collection of the purchase price and related taxes.

You own the physical media on which the Product is provided, under the terms of this Agreement, but all title and ownership of the Product and all other rights not expressly granted to you by this Agreement, remain with e-on software, inc and its licensors.

2. Copyright

The Product is owned by e-on software, inc. or one of its Licensors and is protected by U.S. copyright law as well as by international intellectual property conventions. Any reproduction, sale, transfer, transcription, storage in a retrieval system, translation into any language in any form or distribution by any means whatsoever of the Product, in part or in full, without the prior written permission from e-on software, inc. is strictly forbidden. Any such act shall constitute a copyright violation and shall be prosecuted to the fullest extent of the law. You must take all measures reasonably required to protect e-on software's ownership rights.

You must reproduce and include the e-on software, inc. copyright notice on any copy of the Product. Any portion of the Product merged into or used in conjunction with another product will continue to be the property of e-on software, inc. and subject to the terms and conditions of this Agreement. You must reproduce and include the e-on software, inc. copyright notice on any portion merged in or used in conjunction with another product.

3. Third Party Rights

E-on software does not provide you with any rights or warranties whatsoever as to the use of any names, trademarks, service marks, or works of authorship that may be represented in the Product and it is your sole responsibility to secure from any and all third parties having or owning rights in or to said names, trade marks, service marks, or works of authorship any and all necessary rights or consent that may be required for your particular use of the Product. You agree to defend, indemnify, and hold e-on software harmless against all liability resulting from or related to any claim of patent or copyright infringement, misappropriation, or misuse of trade secrets or other proprietary rights, actions, or proceedings arising out of your use of the Product or any portion thereof, in whatever form, or other provisions of this Agreement.

4. Restrictions

You may not rent, lend, give, share, lease, sublicense, assign, make available on a network or otherwise transfer the Product to any third party. You assume entire responsibility for the control and use of the Product and explicitly agree to take all reasonable measures to ensure that your agents, employees, customers or any other party having access to the Product, comply with the terms and conditions of this Agreement, including, but not limited to unauthorized disclosure and use.

You may not de-compile, disassemble or reverse engineer the Product. If a copy-protection technology is used in the Product, you may not attempt to defeat or otherwise circumvent it. You also may not create any derivative works based on the Product. A derivative work is defined as a translation or other form in which the Product may be recast, transformed or adapted. Rendered images and animations are not considered a derivative work.

The Product can only be used on a single computer at any one time. This means that the Product should only be loaded on one computer at a time. Should you wish to use the Product on a second computer, you must either unload the Product from the first computer before loading the Product on the second computer, or else purchase a second copy of the Product. You may not, under any circumstances, have the Product loaded into two or more computers at the same time.

Subject to the foregoing restriction, notwithstanding the terms of section 3, and provided that you do not (i) publish, market, distribute, license, sublicense, transfer or sell the Product, in part or in full, or any work from which the Product, or any part or substantially similar version thereof can be separately exported, converted or extracted, or (ii) publish, market, distribute, license, sublicense, transfer or sell any picture derived from a Product where a substantial portion of the commercial value of said picture is directly derived from the Product, you may, as a licensee of the Product (a) use the Product for the creation and rendering of pictures and animations, and use the Product in any public presentation that may require live access thereto, and (b) copy, distribute and combine pictures and animations derived from the Product with other works and publish, market, distribute, license, sublicense, transfer or sell any such works.

5. *Term*

This license granted to you is effective until terminated. You may terminate it at any time by returning the Product to e-on software, inc. together with all copies, modifications, and merged portions in any form. The license will also terminate upon conditions set forth elsewhere in the Agreement, or if you fail to comply with any term or condition of this Agreement. You agree, upon such termination, to return the Product to e-on software, inc. together with all copies, modifications and merged portions in any form.

Upon termination, e-on software, inc. can also enforce any rights provided by law. The provision of this Agreement which protects the proprietary rights of e-on software, inc. will continue in force after termination. Termination of this license, either voluntary or involuntary, does not entitle you to a refund of your purchase cost except as provided elsewhere in this License Agreement.

6. *Limited Warranty*

E-on software, inc. warrants, as the sole warranty, that the original medium on which the Product is distributed are free from defects in material and workmanship under normal use and conditions for a period of thirty (30) days from the date of the purchase, as evidenced by a copy of your receipt. No distributor, dealer, or any other entity or person has authorization to expand or alter either this warranty or any term of this Agreement. Any such representations will not bind e-on software, inc.

E-on software, inc. does not warrant that the functions contained in the Product will meet your requirements, or that the operation of the Product will be uninterrupted and error-free. Except as stated above in this section, the Product is provided as-is, without any other warranty or representation of any kind, either express or implied concerning the Product or use of the Product, including, but not limited to the implied warranties of quality, merchantability and fitness for a particular purpose. Using the Product is at your own risks, and in no event shall e-on software, inc. be liable for any damage whatsoever (including without limitation, special, incidental, consequential, or indirect damages for personal injury, 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 Product, even if e-on software, inc. has been advised of the possibility of such damages.

Products (content) are created and sold primarily for use with e-on software, inc.'s Vue line of software. While export capability may be provided if approved by product creator, usability of these products in other applications is neither guaranteed nor warranted by e-on software, inc. It should not be expected that the products will operate the same in other applications as they do in Vue. E-on software, inc. is not responsible for faults in other applications that result in inability to read exported geometry or texture information.

The warranties and remedies set forth above are exclusive and in lieu of all others, oral or written, express or implied.

E-on software, inc. is not responsible for any costs including, but not limited to, those incurred as a result of lost profits or revenue, loss of time or use of the Product, loss of data, the costs of recovering such Product or data, the cost of substitute Product, claims by third parties, of other similar costs.

The warranties provided give you specific legal rights. You may have other rights which vary from state to state. Some states do not allow the exclusion of incidental or consequential damages, or the limitation of how long an implied warranty lasts, so some of the above may not apply to you.

In no event will the entire liability of e-on software, inc., under any provision of this Agreement, ever exceed the amount of the license fee actually paid by you to use the Product regardless of the form of the claim. This Limited Warranty is void if failure of the Product has resulted from accident, abuse, or misapplication. Any replacement Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

7. *Remedies*

If a defect in the original medium on which the Product is distributed or in the Documentation occurs within thirty (30) days of purchase, you may return the faulty medium or Documentation to e-on software, inc., along with your name, address, and a dated proof of purchase, and e-on software, inc. will replace it free of charge.

If you return the medium or Documentation, you must prepay shipping and either insure the Product and Documentation or assume all risk of loss or damage in transit.

You agree that any violation of any terms of this Agreement will cause immediate and irreparable harm to e-on software, inc. Therefore and, notwithstanding the above and without prejudice to the rights and remedies otherwise available, e-on software shall be entitled to equitable relief by way of injunction in the event you breach or threaten to breach any of the provisions of this Agreement before any competent court.

8. *General Provisions*

The laws of Oregon govern this Agreement. In any action concerning this Agreement, the loser will pay the winner's attorney's fees, at trial and on appeal. Jurisdiction over disputes shall be vested exclusively in the federal courts located in the state of Oregon.

At all times, you agree to strictly comply with all applicable laws, regulations and orders, including, but not by way of limitation, in conformity with the United States Export Administration Act of 1979 and regulations promulgated there under (the "Act"), you will not disclose, export or re-export, directly or indirectly, any Product or technical data (or direct products thereof) provided under this Agreement to destinations in country groups S and Z to other countries embargoed under the Act, as modified from time to time by the U.S. Department of Commerce.

If any portion of this Agreement is held to be unenforceable, such portion shall be reformed only to the extent necessary to make it enforceable.

9. US Government Restricted Rights

The Product is provided with restricted rights. Use, duplication or disclosure by the US Government is subject to restrictions as set forth in subdivision (c) (1) (ii) of the Rights in Technical Data and Computer Software Clause at (252)227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software - Restricted Rights at 48CFR52.227-19, as applicable. The contractor / manufacturer of the Product thereto is e-on software, inc., 388 State Street, Suite 420, Salem, Oregon 97301, USA.

E-on software can be contacted at 6107 SW Murray Blvd Suite 264, Beaverton, OR 97008-4467 or in Europe at BP 394, 75526 Paris Cedex 11, France.