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1. General

Under this contract the Licensor grants to Licensee, a non-exclusive License to use the

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2. Definitions

Terms under this Agreement shall be defined as follows:

The Agreement: This formal written Agreement containing the entire complete terms of the contract.

Client: Application system that accesses a remote service on another Computer system server by way of network.

Components: The software may consist of several parts, consisting of the user manual, the software program (with or without bundled modules), sample scenes, assets, goodies and other documentation.

Computer: Identifying the actual device the software is installed on, hardware, hard drive, USB stick, PC, external hard disk or any machine that manipulates data according to a list of instructions capable of working with the Software purchased under this Agreement.

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Pre-Release Version: Software offered to a restricted group of Users before its actual release which therefore may not work the way the final version of the software does. Functionality and default settings may change in the final, commercial version.

Registration Code: Personal identification code made available to Licensee after registration by Licensee and/or User with Licensor.

Server: A Computer dedicated to running server applications that accept network connections.

Software: Meaning the computer program licensed under this Agreement, the user manual and all pertaining documentation on any media whatsoever.

Software Transfer: Means any sale or passing on of the Software by Licensee to third party regardless of whether for free or against charge.

Technical Support: is a range of services providing assistance with the Software, to help the User solve specific problems related to the Use of the Software.

Updates: Patches and service packs provided by Licensor free of charge to owners of full License to repair detected bugs or other defects.

Upgrades: Meaning a replacement of the Software with a newer or better version, in order to bring the system up to date or to improve its characteristics and features.

Use: The scope of uses to which the User may put the software.

User: Person or entity authorized to use the purchased License according to terms of Agreements.

Volume License: Network licensing for the Software administered by the MAXON License Server. Manages a defined number of User licenses as purchased under the License. Consists of at least two User licenses

3. Use of the Software

(1) Software is distributed with an instruction for installation and a temporary Registration Code which will facilitate Use of Software for 90 days from installation. User must follow the instruction for installation and register to receive the Registration Code. This requires that User provides contact information including personal data via phone, mail, email, direct connect or online registration form.

(2) Licensor shall be entitled to control the allocation at any time in order to avoid unauthorized access to the Software. If a Registration Code cannot be allocated to a User or his organization Licensor shall be entitled, to terminate all services under the Agreement immediately. Licensee shall be obliged to cooperate in any control activities as can be reasonably expected. With the registration a final Registration Code is distributed connected with Licensee's address. Licensor will keep these data strictly confidential. In the same way Licensee will keep all Registration Codes disclosed to him strictly confidential.

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12. Territorial Exclusivity

(1) You may not export the Software or any part thereof outside the country to which the Software was originally shipped.

(2) Software will not be registered outside the country to which it was originally shipped, thereby causing the Software to become non-operational 90 days after installation.

(3) Software transfers outside the country to which it was originally shipped will not be recognized as valid transfers.

(4) Software transferred outside the country to which it was originally shipped is not upgradable. Online updates of Software transferred outside the country to which it was originally shipped may render the Software non-operational.

(5) Requests for support for Software transferred outside the country to which it was

originally shipped will not be honored.

13. Technical Support

Licensor will provide 365 days Technical Support beginning with the first date of registration. In the case of older versions not yet installed or Software transferred to another entity, Technical Support will only be provided for the most recent version of the Software and one version prior to the most recent version. Technical Support is defined as assistance in and technical advice for the installation of the Software. Direct or indirect project support of any kind and/or problems of compatibility with a specific User system environment are expressly excluded. If Licensee desires to obtain more specific or extended support services, a separate support contract may be established with Licensor.

14. Infringement of Third-Party Rights

In case of Software provided by Licensor to Licensee for charge Licensor will defend Licensee against all claims based on infringement of third party rights caused by the Software provided under this Agreement.

Provided that Licensee shall comply with the following:

- Inform Licensor immediately in writing of any such claim as soon as he becomes aware of it
- Cooperate with Licensor in the defense against the claim
- Grant Licensor sole and exclusive power of decision in the defense against and /or compensation of the claim

Licensor will bear the cost of the defense and/or settlement, if such settlement was entered into by Licensor, and any damages enforced by court.

If such a case happens or is about to happen Licensor shall be entitled to change the Software or to obtain necessary Licenses to replace the element concerned in the Software by another element that does not infringe third party rights and which is equal from a functional point of view.

In the following cases Licensor shall not be liable for the infringement of third party rights

- If drafts, specifications, instructions or technical information of Licensee or third parties have been applied without prior consultation of Licensor in writing
- if Licensee or third parties have performed any changes to Software or pertaining documentation
- if instructions in specifications or documentation of Licensor have not been complied with
- if Software is used by Licensee together with other Software or services of third parties which are not authorized by Licensor

Any other claims based on infringement of third parties which are not explicitly regulated in this section are excluded.

15. Confidentiality/Confidential Information

You are obliged to take appropriate measures to protect the Software and its documentation, in particular the registration code, from access by third parties. You are not permitted to duplicate or pass on the Software or documentation.

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Licensee is also obliged to keep other information disclosed to him confidential. Confidential Information is considered any information received under this Agreement related to the Software or the terms of this Agreement which is not generally known to the public, or is not disclosed to Licensee by any other source before or after conclusion of the Agreement.

16. Retention of Title

Licensor is authorized to retain ownership over the Software supplied until any payments due at the time of delivery or such resulting at later period of time from this contract are paid, in case of payment by cheque until its final credit.

Payment by bills of exchange is excluded.

The claim of retention of title by Licensor shall not be considered as withdrawal from the contract.

17. Damage in Transit

Licensee is obligated to inform the transport agency immediately and in writing of any damages in transit and to send a copy thereof to Licensor. All shipments are insured by Licensor.

18. Data Protection

For the purpose of customer registration and control of proper Use of the Software Licensor will store personal data of the User in accordance with the legal regulations on Data Protection. These data may only be used for the above-

mentioned purposes and will not be accessible to third parties. Upon request of the User the Licensor will at any time inform the User of the data stored with regard to him. Each country may have special laws on data protection.

19. Miscellaneous

(1) This contract includes all rights and obligations of the parties. There are no other agreements. Any changes or alterations of this Agreement have to be performed in writing with reference to this Agreement and have to be signed by both contracting parties. This also applies to the agreement on abolition of the written form.

(2) Licensor shall be entitled to check compliance with the regulations of this contract. Any audit will be performed during regular office hours and at Licensor's cost. In particular, in the case of multiple Licenses or networks this audit serves the purpose to discover if sufficient Licenses have been purchased and an adequate License fee is paid. If the audit should reveal that License fees paid have not been adequate, payments due must be made without delay, future payments have to be made correctly and on time and Licensor must be compensated for the reasonable cost of the audit.

20. Applicable Law

IF YOU HAVE PURCHASED AND USE THE SOFTWARE IN THE U.S.A. THE FOLLOWING REGULATIONS ON JURISDICTION SHALL APPLY TO YOU:

(1) Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If the Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor, then the Government's rights in the Software and accompanying documentation will be only as set forth in this Agreement which is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).

(2) All Software and technical data delivered under this Agreement are subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such Licenses to export, re-export, or import as may be required after delivery to you.

IF YOU HAVE PURCHASED AND USE THE SOFTWARE IN THE EUROPEAN UNION OR OTHER PART OF THE WORLD THE FOLLOWING REGULATIONS ON JURISDICTION SHALL APPLY TO YOU:

This Agreement is governed by German law. Place of jurisdiction is the competent court in Frankfurt am Main. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

The laws of your country may not allow applicability of foreign jurisdiction. In this case the pertinent regulation of your law shall apply.

21. Termination

This Agreement shall automatically terminate upon failure by you to comply with its terms despite being given an additional period to do so. In case of termination due to the aforementioned reason, you are obliged to return the Software and all documentation to the Licensor. Furthermore, upon request of Licensor you must submit written declaration that you are not in possession of any copy of the Software on data storage devices or on the Computer itself.

22. Severability

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement which shall remain valid and enforceable according to its terms.

23. Information and Notices

Should you have any questions concerning this Agreement or if you desire to contact the Licensor for any reason and for all notifications to be performed under this Agreement, please write to:

MAXON Computer GmbH

Max-Planck-Str. 20

D-61381 Friedrichsdorf

Germany

or for North and South America to:

MAXON Computer Inc.

2640 Lavery Court, Suite A

Newbury Park, CA 91320

USA

or for the United Kingdom and Republic of Ireland to:

MAXON Computer Ltd.

10 Doolittle Mill

Froghall Road

Amphill

Beds MK45 2ND

United Kingdom

We will also be pleased to provide you with the address of your nearest supplier.