

A3D Scheduler System End-User License Agreement.



<http://gis.anything3d.com>

This End-User license agreement (“Agreement“) is a legal unilateral contract between YOU (“YOU“) (End User, as an individual person or single entity) and Anything3D corp. (“Anything3D“). Read it carefully before completing the installation process and using **any software part or data part of the A3D Scheduler System 1.0** (“Software“). It provides a license to use the Software that YOU have purchased and contains warranty information and liability disclaimers. By installing and using the Software, YOU are confirming acceptance of the Software and agreeing to become bound by the terms of this Agreement. If YOU do not wish to do so, do not complete the installation process and return the Software to the place where YOU obtained it.

1. Definitions.

- A) “Server Side Application” (SSA) means the any part of the Software which accepts network connections and provides server side operations.
- B) “Client Side Application” (CSA) means the any part of the Software which installs connection to the SSA and provides client side operations.
- C) “Recommended Configuration” means the operating system, hardware and any additional software that is recommended in the documentation supplied with the Software for installation and using of the SSA or CSA.
- D) “User Seat” means any computer that connected to the SSA through installed CSA.
- E) “Seats Count” means the limit of number of the concurrent User Seats connected to the SSA. It is limited by the amount of the User Seat Licenses that YOU have purchased.
- F) “Functionality” means the set of functions, interfaces and procedures that the SSA or CSA will perform in conformance with the documentation supplied with the Software.
- G) “Delivery Date” means the date of delivery of the Software to YOU as evidenced by a copy of your receipt.
- H) “Geographical Data” means the geographical data set that are necessary for using of the Software.

2. License.

- A) For Server Side Applications and Geographical Data this Agreement allows YOU to:
 - a. Install the SSA and Geographical Data on a computer, and run it for providing the SSA Functionality on condition that the number of concurrent connected User Seats does not exceed the Seats Count.
- B) For Client Side Applications this Agreement allows YOU to:
 - a. Install the CSA on a computer, and run it for providing the CSA Functionality on the User Seat.
 - b. Make copies of the CSA and distribute those copies without limitation.

3. License Packs.

This agreement applies to the any purchased Software packs with any Seats Count including customized versions.

4. License Restrictions.

Other than as set forth in section (2) of this Agreement, YOU may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network. YOU may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. YOU may not rent, lease or sub-license the Software.

YOU may not modify the Software or create derivative works based upon the Software, except by permission of Anything3D, given in writing.

5. Upgrades.

If this copy of the Software is an upgrade from an earlier version of the Software, it is provided to YOU on a License exchange basis. YOU agree by your installation and use of this copy of the Software to voluntarily terminate your earlier End-User License and that YOU will not continue to use the earlier version of the Software nor transfer it to another.

6. Ownership.

The foregoing License gives YOU limited rights to use the Software. Although YOU own the media on which the Software is recorded, YOU do not become the owner of, and Anything3D retains title to the Software, the Documentation, any and all other Anything3D products, and all copies thereof. All rights not specifically granted in this Agreement, including International Copyrights, are reserved by Anything3D.

Any software, software component, document, publication or other related intellectual work produced by any person in violation of the terms and conditions of this Agreement becomes immediately the absolute and sole property of Anything3D.

7. Transfer of License.

YOU may permanently transfer all of your rights under this Agreement, provided that YOU retain no copies, that YOU transfer all of the Software (including all SSA, CSA, CMA and the media and printed materials, any upgrades, this Agreement, and, if applicable, the Software License Key), and that the recipient agrees to the terms of this Agreement. If the Software is an upgrade, any transfer must include all prior versions of the Software.

8. Limited Warranties.

Anything3D warrants that:

- a) for a period of _____ days from Delivery Date the Software will perform Functionality on condition that the Software is used with Recommended Configuration,
- b) for a period of _____ days from Delivery Date the media on which the Software is furnished will be free from defects in materials and workmanship under normal use,
- c) for a period of _____ days from Delivery Date the online technical support center of the Anything3D (<http://gis.anything3d.com>) will answer YOUR questions and assist YOU concerning installation and using of the Software in twenty four (24) hours from the moment of receipt of the question.

The Geographical Data that YOU have purchased with the Software provides only functionality in conformance with the documentation or metadata supplied with this Geographical Data.

WARNING!

Except as set forth in the foregoing limited warranty, Anything3D disclaims all other warranties or conditions, either express or implied, including the warranties or conditions of quality, merchantability, fitness for a particular purpose and noninfringement of third party rights. If applicable law implies any warranties with respect to the software, all such warranties are limited in duration to _____ days from the Delivery Date.

Anything3D disclaims any warranty of title or other warranties for any third party offerings or products. All such warranties and representations are excluded.

Without limitation, no warranty is given that the Anything3D controlled products are error free.

No oral or written information or advice given by Anything3D, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty.

9. Exclusive Remedy

Your exclusive remedy under section (8) of this Agreement is to return the Software to the place where YOU have purchased it. Anything3D or its distributors will use reasonable commercial efforts to supply YOU with a replacement copy of the Software that substantially conforms to the documentation, provide a replacement for defective media, or refund to YOU your purchase price for the Software, at its option. Anything3D shall have no responsibility if the Software has been altered in any way, if the media has been damaged by accident, abuse or misapplication, or if the failure arises out of use of the Software with other than Recommended Configuration.

10. Limitations of Damages.

Anything3D, its licensors, distributors and agents shall not be liable for:

- a. any direct, indirect, special, incidental or consequential damages (including but not limited to damages for loss of business, loss of profits, failure to realise expected savings or the like),
- b. any claim against YOU by any other party,
- c. any claim that your use of Anything3D controlled products and/or related products that we provide infringes any third party's intellectual rights,
- d. any claim by YOU, or any damages arising from your failure to perform your responsibilities in connection with this agreement, or arising from any cause outside of our control, including but not limited to delay in the performance of our obligations, or misuse of your software license key.

These limitations apply to all claims irrespective of the cause of action underlying the claim, including, but not limited to breach of contract, tort (including but not limited to negligence or misrepresentation), product liability or otherwise, even if Anything3D or its representatives have been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.

Anything3D's total liability to YOU for actual damages for any cause whatsoever will be limited to the greater of amount paid by YOU for the software that caused such damage.

11. Basis of Bargain.

The limited warranty, exclusive remedies and limited liability set forth above are fundamental elements of the basis of the agreement between Anything3D and YOU. Anything3D would not be able to provide the Software on an economic basis without such limitations.

12. 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.

13. Termination.

Without prejudice to any other rights, Anything3D may terminate this Agreement if YOU fail to comply with its terms and conditions. In such event YOU must destroy all copies of the Software and all of its component parts.

14. Variation to this Agreement.

This Agreement may be modified only in writing signed by an authorized agent of Anything3D may vary the terms of this Agreement in connection with the licensing of any upgrades or updates to YOU.

15. General.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California (USA) without reference to conflicts of laws principles. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.

All questions concerning this Agreement shall be directed to:
Anything3D Corporation; South San Francisco, 20 S. Linden Ave. #2A, CA 94080 U.S.A.