# **End User License Agreement**

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY. BY COPYING, INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, IN PARTICULAR THE LIMITATIONS ON: USE CONTAINED IN SECTION 2; TRANSFERABILITY IN SECTION 4; WARRANTY IN SECTIONS 6 AND 7; LIABILITY IN SECTION 8; CONNECTIVITY AND PRIVACY IN SECTION 14; AND SPECIFIC PROVISIONS AND EXCEPTIONS IN SECTION 15. YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE AND ON WHOSE BEHALF IT IS USED: FOR EXAMPLE, IF APPLICABLE, YOUR EMPLOYER. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE.

YOU MAY HAVE ANOTHER WRITTEN AGREEMENT DIRECTLY WITH Tech Soft 3D (E.G., A VOLUME LICENSE AGREEMENT) THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT.

Tech Soft 3D AND ITS SUPPLIERS OWN ALL INTELLECTUAL PROPERTY IN THE SOFTWARE. THE SOFTWARE IS LICENSED, NOT SOLD. Tech Soft 3D PERMITS YOU TO COPY, DOWNLOAD, INSTALL, USE, OR OTHERWISE BENEFIT FROM THE FUNCTIONALITY OR INTELLECTUAL PROPERTY OF THE SOFTWARE ONLY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. USE OF SOME Tech Soft 3D AND SOME THIRD PARTY MATERIALS AND SERVICES INCLUDED IN OR ACCESSED THROUGH THE SOFTWARE MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS TYPICALLY FOUND IN A SEPARATE LICENSE AGREEMENT, TERMS OF USE OR "READ ME" FILE LOCATED WITHIN OR NEAR SUCH MATERIALS AND SERVICES.

THE SOFTWARE MAY INCLUDE PRODUCT ACTIVATION AND OTHER TECHNOLOGY DESIGNED TO PREVENT UNAUTHORIZED USE AND COPYING. THIS TECHNOLOGY MAY CAUSE YOUR COMPUTER TO AUTOMATICALLY CONNECT TO THE INTERNET AND MAY PREVENT USES OF THE SOFTWARE THAT ARE NOT PERMITTED.

### 1. DEFINITIONS.

"Tech Soft 3D" means Tech Soft 3D, Inc. 1567 SW Chandler Ave. Suite 100., Bend, OR 97702 USA

"Tech Soft 3D Run-Time" means that portion of the Software required in order for the End User Product to operate on hardware on which the Software itself is not resident.

"Computer" means a virtual or physical computer device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

"End User Product" means an Output File, which contains the Tech Soft 3D Run-Time, generated by you. Examples of End User Products include the courseware, presentations, demonstration files, interactive multimedia material, interactive entertainment products and the like.

"Internal Network" means a private, proprietary network resource accessible only by employees and individual contractors (i.e., temporary employees) of a specific corporation or similar business entity.

Internal Network does not include portions of the Internet or any other network community open to the public, such as membership or subscription driven groups, associations and similar organizations.

"Output File" means an output file generated by you using the Software.

"Permitted Number" means one (1) unless otherwise indicated under a valid license (e.g., volume license) granted by Tech Soft 3D.

"Software" means (a) all of the information with which this agreement is provided, including but not limited to (i) Tech Soft 3D or third party software files and other computer information; (ii) sample and stock photographs, images, sounds, clip art and other artistic works bundled with Tech Soft 3D software and not obtained from Tech Soft 3D or another party through a separate service ("Content Files"); (iii) related explanatory written materials and files ("Documentation"); and (iv) fonts; and (b) any modified versions and copies of, and upgrades, updates and additions to, such information, provided to you by Tech Soft 3D at any time, to the extent not provided under a separate agreement (collectively, "Updates").

# 2. SOFTWARE LICENSE.

If you obtained the Software from Tech Soft 3D or one of its authorized licensees and as long as you comply with the terms of this agreement, Tech Soft 3D grants you a non-exclusive license to use the Software in the manner and for the purposes described in the Documentation, as further set forth below.

2.1 General Use. You may install and use one copy of the Software on up to the Permitted Number of your compatible Computers; or

- 2.2 Server Deployment. You may install the Permitted Number of copies of the Software on Computer file server(s) within your Internal Network for the purpose of downloading and installing the Software on up to the Permitted Number of Computers within the same Internal Network; or
- 2.3 Server Use. You may install the Permitted Number of copies of the Software on Computer file server(s) within your Internal Network only for use of the Software initiated by an individual from a Computer within the same Internal Network. The total number of users (not the concurrent number of users) able to use the Software on such Computer file server(s) may not exceed the Permitted Number. By way of example, the foregoing does not permit you to install or access (either directly or through commands, data or instructions) the Software: (i) from or to a Computer not part of your Internal Network, (ii) for enabling web hosted workgroups or services available to the public, (iii) by any individual or entity to use, download, copy or otherwise benefit from the functionality of the Software unless licensed to do so by Tech Soft 3D, (iv) as a component of a system, workflow or service accessible by more than the Permitted Number of users, or (v) for operations not initiated by an individual user (e.g., automated server processing); and
- 2.4 Backup Copy. You may make a reasonable number of backup copies of the Software, provided your backup copies are not installed or used for other than archival purposes.
- 2.5 Run-Time Distribution. You may make copies of the End User Product, and the associated Tech Soft 3D Run-Time, and distribute those copies; provided, however, that (a) the Tech Soft 3D Run-Time may not be distributed or used other than as bundled with the Output File as part of the End User Product, and (b) you shall make use of the Tech Soft 3D Run-Time by each distributee subject to the distributee's agreement that no title to, or ownership rights in, the Tech Soft 3D Run-Time are transferred and that the End User Product, including the Tech Soft 3D Run-Time, shall not be reverse compiled or disassembled. In addition, you may not distribute an End User Product for purposes of replaying the courseware, presentations, interactive multimedia material, interactive entertainment products and the like of others.
- 2.6 Content Files. Unless stated otherwise in the "Read-Me" files associated with the Content Files, which may include specific rights and restrictions with respect to such materials, you may display, modify, reproduce and distribute any of the Content Files. However, you may not distribute the Content Files on a stand-alone basis (i.e., in circumstances in which the Content Files constitute the primary value of the product being distributed). Content Files may not be used in the production of libelous, defamatory, fraudulent, lewd, obscene or pornographic material or any material that infringes upon any third party intellectual property rights or in any otherwise unlawful manner. You may not claim any trademark rights in the Content Files or derivative works thereof.

## 3. INTELLECTUAL PROPERTY OWNERSHIP.

The Software and any authorized copies that you make are the intellectual property of and are owned by Tech Soft 3D and its suppliers, which include Adobe Systems Incorporated, as third-party beneficiaries of this agreement. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Tech Soft 3D and its suppliers. The Software is protected by law, including but not limited to the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly stated herein, this agreement does not grant you any intellectual property rights in the Software and all rights not expressly granted are reserved by Tech Soft 3D and its suppliers.

### 4. RESTRICTIONS.

- 4.1 Notices. Any permitted copy of the Software that you make must contain the same copyright and other proprietary notices that appear on or in the Software.
- 4.2 No Modifications. Except as permitted in Section 15, you may not modify, adapt or translate the Software.
- 4.3 No Reverse Engineering. You will not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software except to the extent you may be expressly permitted under applicable law to decompile only in order to achieve interoperability with the Software.
- 4.4 No Unbundling. The Tech Soft 3D Software and Adobe Acrobat Pro Software, when included as part of Tetra4D Suite or bundled product, may include various applications, utilities and components, may support multiple platforms and languages and may be provided to you on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to you as a single product to be used as a single product on Computers as permitted by Sections 2 and 15. You are not required to use all component parts of the Software, but you may not unbundle the component parts of the Software for use on different Computers. You may not unbundle or repackage the Software for distribution, transfer or resale. See Section 15 for specific exceptions to this Section.4.3.
- 4.5 No Transfer. YOU WILL NOT RENT, LEASE, SELL, SUBLICENSE, ASSIGN OR TRANSFER YOUR RIGHTS IN THE SOFTWARE, OR AUTHORIZE ANY PORTION OF THE SOFTWARE TO BE COPIED ONTO ANOTHER INDIVIDUAL OR LEGAL ENTITY'S COMPUTER EXCEPT AS MAY BE EXPRESSLY PERMITTED HEREIN. You may, however, permanently transfer all your rights to use the Software to another individual or legal entity provided that: (a) you also transfer (i) this agreement, (ii) the serial number(s), the Software affixed to media provided by Tech Soft 3D or its authorized distributor, and all other software or hardware bundled, packaged or pre-installed with the Software, including all copies, upgrades, updates and prior versions, and (iii) all copies of font software converted into other formats to such individual or entity; (b) you retain no upgrades, updates or copies, including backups and

copies stored on a computer; and (c) the receiving party accepts the terms and conditions of this agreement and any other terms and conditions under which you purchased a valid license to the Software. NOTWITHSTANDING THE FOREGOING, YOU MAY NOT TRANSFER EDUCATION, PRE- RELEASE, OR NOT FOR RESALE COPIES OF THE SOFTWARE. Prior to a transfer Tech Soft 3D may require that you and the receiving party confirm in writing your compliance with this agreement, provide Tech Soft 3D with information about yourselves, and register as end-users of the Software. Allow 4-6 weeks to transfer.

4.6 No Service Bureau. You will not use or offer the Software on a service bureau basis.

### 5. UPDATES.

If the Software is an upgrade or update to a previous version of Tech Soft 3D software or Adobe Systems Incorporated software, you must possess a valid license to such previous version in order to use such upgrade or update. After you install such update or upgrade, you may continue to use any such previous version in accordance with its end-user license agreement only if (a) the upgrade or update and all previous versions are installed on the same Computer, (b) the previous versions or copies thereof are not transferred to another party or device unless all copies of the update or upgrade are also transferred to such party or device and (c) you acknowledge that any obligation Adobe Systems Incorporated and/or Tech Soft 3D may have to support the previous version(s) may be ended upon the availability of the upgrade or update. No other use of the previous version(s) is permitted after installation of an update or upgrade. Upgrades and updates may be licensed to you by Tech Soft 3D with additional or different terms.

### 6. LIMITED WARRANTY.

Except as may be otherwise provided in Section 15, Tech Soft 3D warrants to the individual or entity that first purchases a license for the Software for use pursuant to the terms of this agreement that the Software will perform substantially in accordance with the Documentation for the ninety (90) day period following receipt of the Software when used on the recommended operating system and hardware configuration. Non-substantial variation of performance from the Documentation does not establish a warranty right. THIS LIMITED WARRANTY DOES NOT APPLY TO PATCHES, FONT SOFTWARE CONVERTED INTO OTHER FORMATS, PRE-RELEASE (BETA), TRYOUT, STARTER, EVALUATION, PRODUCT SAMPLER, OR NOT FOR RESALE (NFR) COPIES OF SOFTWARE, OR WEBSITES, ONLINE SERVICES OR CD SERVICES (See Section 15). All warranty claims must be made, along with proof of purchase, to the Tech Soft 3D Customer Support Department within such ninety (90) day period. If the Software does not perform substantially in accordance with the Documentation, the entire liability of Tech Soft 3D and its affiliates and your exclusive remedy will be limited to either, at Tech Soft 3D's option, replacement of the Software or refund of the license fee you paid for the Software. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. For further warranty information, please see the jurisdiction specific provisions at the end of this agreement, if any, or contact the Tech Soft 3D Customer Support Department.

# 7. DISCLAIMER.

THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY Tech Soft 3D AND ITS AFFILIATES AND STATES THE SOLE AND EXCLUSIVE REMEDIES FOR Tech Soft 3D, ITS AFFILIATES OR SUPPLIERS' BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY AND ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, Tech Soft 3D, ITS AFFILIATES, SUPPLIERS AND CERTIFICATE AUTHORITIES (DEFINED BELOW) PROVIDE THE SOFTWARE AND ACCESS TO ANY WEBSITES, ONLINE SERVICES AND CERTIFICATE AUTHORITY SERVICES AS-IS AND WITH ALL FAULTS AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO PERFORMANCE, SECURITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME STATES. THE PROVISIONS OF SECTION 7 AND SECTION 8 WILL SURVIVE THE TERMINATION OF THIS AGREEMENT, HOWSOEVER CAUSED, BUT THIS WILL NOT IMPLY OR CREATE ANY CONTINUED RIGHT TO USE THE SOFTWARE AFTER TERMINATION OF THIS AGREEMENT.

### 8. LIMITATION OF LIABILITY.

EXCEPT FOR THE EXCLUSIVE REMEDY SET FORTH ABOVE AND AS OTHERWISE PROVIDED IN SECTION 15, IN NO EVENT WILL Tech Soft 3D, ITS AFFILIATES, SUPPLIERS, OR CERTIFICATE AUTHORITIES BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF A Tech Soft 3D REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. Tech Soft 3D'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, SUPPLIERS, AND CERTIFICATE AUTHORITIES UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF THE AMOUNT PAID FOR THE SOFTWARE, IF ANY, OR U.S.\$100.00. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. THIS LIMITATION OF LIABILITY MAY NOT BE VALID IN SOME STATES. Nothing contained in this agreement limits Tech Soft 3D'S liability to you in the event of deach or personal injury resulting from Tech Soft 3D's negligence or for the tort of deceit (fraud). Tech Soft 3D is acting on behalf of its affiliates, suppliers, and Certificate Authorities for the purpose of disclaiming, excluding and limiting obligations, warranties and liability, but in no other respects and for no other purpose. For further information, please see the jurisdiction specific information at the end of this agreement, if any, or contact the Tech Soft 3D Customer Support Department.

#### 9. EXPORT RULES.

You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as an export controlled item under the Export Laws, you represent and warrant that you are not a citizen of, or located within, an embargoed or otherwise restricted nation (including without limitation Iran, Syria, Sudan, Libya, Cuba and North Korea) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this agreement.

### 10. GOVERNING LAW.

This agreement will be governed by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to the Software is obtained when you are in the United States, Canada, or Mexico; or (b) Japan, if a license to the Software is obtained when you are in Japan, China, Korea, or other Southeast Asian country where all official languages are written in either an ideographic script (e.g., hanzi, kanji, or hanja), and/or other script based upon or similar in structure to an ideographic script, such as hangul or kana; or (c) England, if a license to the Software is obtained when you are in any jurisdiction not described above. The respective courts of Alameda County, California when U.S. law applies, Tokyo District Court in Japan, when Japanese law applies, and the competent courts of London, England, when the law of England applies, shall each have non-exclusive jurisdiction over all disputes relating to this agreement. This agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

### 11. GENERAL PROVISIONS.

If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of this agreement, which will remain valid and enforceable according to its terms. This agreement will not prejudice the statutory rights of any party dealing as a consumer. For example, for consumers in New Zealand who obtain the Software for personal, domestic or household use (not business purposes), this agreement is subject to the Consumer Guarantees Act. This agreement may only be modified by a writing signed by an authorized officer of Tech Soft 3D. The English version of this agreement will be the version used when interpreting or construing this agreement. This is the entire agreement between Tech Soft 3D and you relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

### 12. NOTICE TO U.S. GOVERNMENT END USERS.

For U.S. Government End Users, Tech Soft 3D agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence will be incorporated by reference in this agreement.

### 13. COMPLIANCE WITH LICENSES.

If you are a business, company, or organization, you agree that, no more than once every 12 months, Tech Soft 3D or its authorized representative who is obliged to maintain confidentiality shall, upon 10 days' prior notice to you, have the right to inspect your records, systems, and facilities to verify that your use of any and all Tech Soft 3D Software is in conformity with your valid licenses from Tech Soft 3D. If a verification discloses that your use is not in conformity with a valid license, you shall immediately obtain valid licenses to bring your use into conformity.

### 14. CONNECTIVITY AND PRIVACY.

You acknowledge and agree that the Software may cause your Computer to automatically connect to the Internet to check for Updates that are available for automatic download to your Computer and to let Tech Soft 3D know the Software is successfully installed. Only non-personal identifying information is transmitted to Tech Soft 3D when this happens. Your communication with Tech Soft 3D websites is governed by the Tech Soft 3D Online Privacy Policy found at http://www.techsoft3d.com/privacy. Please consult the Documentation for information about changing default update settings.

### 15. SPECIFIC PROVISIONS AND EXCEPTIONS.

This section sets forth specific provisions related to certain products and components of the Software as well as limited exceptions to the above terms and conditions. To the extent that any provision in this section is in conflict with any other term or condition in this agreement, this section will supersede such other term or condition.

15.1 Limited Warranty for Users Residing in Germany or Austria. If you obtained the Software in Germany or Austria, and you usually reside in such country, then Section 6 does not apply; instead, Tech Soft 3D warrants that the Software provides the functionalities set forth in the Documentation (the "agreed upon functionalities") for the limited warranty period following receipt of

the Software when used on the recommended hardware configuration. As used in this Section, "limited warranty period" means one (1) year if you are a business user and two (2) years if you are not a business user. Non-substantial variation from the agreed upon functionalities will not and does not establish any warranty rights. THIS LIMITED WARRANTY DOES NOT APPLY TO SOFTWARE PROVIDED TO YOU FREE OF CHARGE, FOR EXAMPLE, UPDATES, PRE-RELEASE, TRYOUT, STARTER, EVALUATION, PRODUCT SAMPLER AND NOT FOR RESALE (NFR) COPIES OF SOFTWARE, OR TO FONT SOFTWARE CONVERTED INTO OTHER FORMATS, WEB SITES, ONLINE SERVICES, CD SERVICES OR SOFTWARE THAT HAS BEEN ALTERED BY YOU, TO THE EXTENT SUCH ALTERATION CAUSED A DEFECT. To make a warranty claim, during the limited warranty period you must return, at our expense, the Software and proof of purchase to the location where you obtained it. If the functionalities of the Software vary substantially from the agreed upon functionalities, Tech Soft 3D is entitled -- by way of re-performance and at its own discretion -- to repair or replace the Software. If this fails, you are entitled to a reduction of the purchase price (reduction) or to cancel the purchase agreement (rescission). For further warranty information, please contact the Tech Soft 3D Customer Support Department.

- 15.2 Limitation of Liability for Users Residing in Germany and Austria.
- 15.2.1 If you obtained the Software in Germany or Austria, and you usually reside in such country, then Section 8 does not apply. Instead, subject to the provisions in Section 15.2.2, Tech Soft 3D and its affiliates' statutory liability for damages will be limited as follows: (i) Tech Soft 3D and its affiliates will be liable only up to the amount of damages as typically foreseeable at the time of entering into the purchase agreement in respect of damages caused by a slightly negligent breach of a material contractual obligation and (ii) Tech Soft 3D and its affiliates will not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.
- 15.2.2 The aforesaid limitation of liability will not apply to any mandatory statutory liability, in particular, to liability under the German Product Liability Act, liability for assuming a specific guarantee or liability for culpably caused personal injuries.
- 15.2.3 You are required to take all reasonable measures to avoid and reduce damages, in particular to make back-up copies of the Software and your computer data subject to the provisions of this agreement.
- 15.3 Pre-release Software Additional Terms. If the Software is pre-commercial release or beta software ("Pre-release Software"), then this Section applies. The Pre-release Software is a pre-release version, does not represent final product from Tech Soft 3D, and may contain bugs, errors and other problems that could cause system or other failures and data loss. Tech Soft 3D may never commercially release the Pre-release Software. If you received the Pre-release Software pursuant to a separate written agreement, such as the Tech Soft 3D Serial Agreement for Unreleased Products, your use of the Software is also governed by such agreement. You will return or destroy all copies of Pre-release Software upon request by Tech Soft 3D or upon Tech Soft 3D's commercial release of such Software. YOUR USE OF PRE-RELEASE SOFTWARE IS AT YOUR OWN RISK. SEE SECTIONS 7 and 8 FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN PRE-RELEASE SOFTWARE.
- 15.4 Tryout, Product Sampler, NFR, Additional Terms. If the Software is tryout, starter, evaluation, product sampler, or NFR software ("Evaluation Software"), then the following Section applies. The Evaluation Software may contain limited functionality and is to be used for demonstration and evaluation purposes only and not for your commercial purposes. YOUR USE OF EVALUATION SOFTWARE IS AT YOUR OWN RISK. SEE SECTIONS 7 and 8 FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN EVALUATION SOFTWARE.
- 15.5 Time Out Software. If the Software is a timeout version then it will cease operations after a designated period of time or number of launches following installation. The license hereunder will terminate after such period or number of launches unless extended by Tech Soft 3D upon your acquisition of a full retail license. ACCESS TO ANY FILES OR OUTPUT CREATED WITH SUCH SOFTWARE OR ANY PRODUCT ASSOCIATED WITH SUCH SOFTWARE IS ENTIRELY AT YOUR OWN RISK.
- 15.6. Font Software. If the Software includes font software --
- 15.6.1 You may use the font software with the Software on Computers as described in Section 2 and output the font software to any output device(s) connected to such Computer(s).
- 15.6.2 If the Permitted Number of Computers is five or fewer, you may download the font software to the memory (hard disk or RAM) of one output device connected to at least one of such Computers for the purpose of having the font software remain resident in such output device, and of one more such output device for every multiple of five represented by the Permitted Number of Computers.
- 15.6.3 You may take a copy of the font(s) you have used for a particular file to a commercial printer or other service bureau, and such service bureau may use the font(s) to process your file, provided such service bureau has a valid license to use that particular font software.
- 15.6.4 You may convert and install the font software into another format for use in other environments, subject to the following conditions: A computer on which the converted font software is used or installed will be considered as one of your Permitted Number of Computers. Use of the font software you have converted will be pursuant to all the terms and conditions of this agreement. Such converted font software may be used only for your own customary internal business or personal use and may not be distributed or transferred for any purpose, except in accordance with Section 4.4 of this agreement.

15.6.5 You may embed copies of the font software into your electronic documents for the purpose of printing and viewing the document. If the font software you are embedding is identified as "licensed for editable embedding" on Adobe's website at http://www.adobe.com/type/browser/legal/embeddingeula.html, you may also embed copies of that font software for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

### 15.7 ONLINE SERVICES.

- 15.7.1 The Software may rely upon or facilitate your access to websites maintained by Tech Soft 3D or its affiliates or third parties offering goods, information, software and services ("Online Services"). Your access to and use of any website or online services is governed by the terms, conditions, disclaimers and notices found on such site or otherwise associated with such services. Tech Soft 3D may at any time, for any reason, modify or discontinue the availability of any website and Online Services.
- 15.7.2 Tech Soft 3D does not control, endorse or accept responsibility for websites or Online Services offered by third parties. Any dealings between you and any third party in connection with a website or Online Services, including delivery of and payment for goods and services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party.
- 15.7.3 EXCEPT AS EXPRESSLY AGREED BY Tech Soft 3D OR ITS AFFILIATES OR A THIRD PARTY IN A SEPARATE AGREEMENT, YOUR USE OF WEBSITES AND ONLINE SERVICES IS AT YOUR OWN RISK UNDER THE WARRANTY AND LIABILITY LIMITATIONS OF SECTIONS 7 AND 8.
- 15.8 Educational Software Product. If the Software accompanying this agreement is Educational Software Product (Software manufactured and distributed for use by only Educational End Users), you are not entitled to use the Software unless you qualify in your jurisdiction as an Educational End User.