



CABRI® 3D

User Licence

The terms and conditions of use of the software CABRI® 3D (the « SOFTWARE »), set forth below, constitute a commitment entered into by yourself, in the capacity as SOFTWARE licensee (the « Licencee »), and CABRILOG S.A.S. (« CABRILOG »)

Definitions:

Back-up copy: copy of software made on storage medium other than the medium intended for its use, for the sole purpose of preserving such use.

Decompiling: Action consisting of copying and translating the SOFTWARE from its machine-readable « object » coded form into human readable « source » code form.

Interoperability is construed as meaning the adaptation of application software (in this case the SOFTWARE) to the operating software of your computer equipment.

Medium: CD-ROM supplied for installation of the SOFTWARE.

1 – GRANTING OF SOFTWARE USER LICENCE:

1.1 – Single-station licence: CABRILOG grants the Licensee identified on the appended page, the personal right, that is non-transferable and non-exclusive, to use the SOFTWARE for a single utilization at any one time and for an undetermined period. Under no circumstances may the Licence be sub-licensed to any other person whether natural or artificial. The networking of the SOFTWARE for its possible use by more than one person simultaneously amounts to an infringement giving rise to legal action for breach of contract and leading to *de jure* termination of this contract.

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Any copy of the SOFTWARE made or transported outside the site whether physically or electronically amounts to infringement which will give rise to legal action for breach and will lead to *de jure* termination of this contract.

2 – DOCUMENTATION: As a subsidiary right, the Licensee is granted the personal, non-transferable and non-exclusive right of use of the documentation accompanying the SOFTWARE. However, the Licensee is not authorized to disseminate, translate the documents supplied with the SOFTWARE, in particular the User Manual. Nonetheless, in the event that the SOFTWARE is used for teaching purposes, the teaching staff of the aforesaid site, excluding any other person, are authorized to reproduce the User Manual. Such reproductions are solely for the personal use of teachers and may not be used outside the aforesaid site or by third parties. These reproductions must be destroyed in the event of termination of this contract.

3 – INSTALLATION: The Licensee is responsible for installing the SOFTWARE in accordance with the installation instructions given on the packaging or in the documentation accompanying the SOFTWARE.

4 – SOFTWARE MEDIUM – BACK-UP COPY: Once the SOFTWARE has been copied onto the single computer, or onto a computer network for which only one access to the SOFTWARE is possible (Single-station licence), or onto a computer network of the site on which the SOFTWARE can only be accessed from the site (Site licence), the Medium used for installation shall serve as back-up copy and may not be lent, hired, given as security or transferred.

5 – SPECIFICATIONS: To the exclusion of any other communication, the content of the User Manual and any other direct communication made by CABRILOG in respect of the SOFTWARE constitute the sole valid specifications for conforming use of the SOFTWARE and its Medium.

6 – ASSISTANCE: The Licensee shall benefit from CABRILOG technical assistance free of charge for installation, start-up and use of the SOFTWARE under the following conditions:

- i- the Licensee has taken prior cognisance of the installation procedure and minimum configuration indicated on the packaging (if box-packed) or on the pages of our Internet site www.cabri.com (if electronically downloaded)
- ii- the Licensee is sufficiently informed of the characteristics of the computer equipment used, of the operating system and of the Software licence (number of authorized users, date and place of purchase, version n°).
- iii- the Licensee submits requests or queries by e-mail to the « electronic support » address : support@cabri.com
- iv- Cabrilog undertakes to reply by e-mail or telephone .

7 – WARRANTY: Should the Medium show any full or partial defect, it may be returned in its original packaging, with proper protection and postage fee, together with the purchase invoice within a period of no more than 12 months effective from the date of purchase of the product. CABRILOG guarantees the conformity of the SOFTWARE to its specifications and against defects for a 12-month period effective from the date of purchase.

This warranty does not cover any defect which arises through negligence of the Licensee or of a user or through utilisation that does not come under the specifications set forth in article 5.

8 – REPAIR: The repair of a defect for which the warranty is applicable, at the discretion of CABRILOG, is limited either to replacement of the SOFTWARE or of its Medium, or to refund to the exclusion of any other remedy.

9 – RESTRICTIONS: The Licensee is only authorized to Decompile the SOFTWARE under the limiting conditions provided by article L.122-6-1-IV of the Code of Intellectual Property Rights to permit the Interoperability of the SOFTWARE with other software, the decompiling of the SOFTWARE for any other purpose being formally prohibited. Any production that is a derivative of the SOFTWARE is also prohibited. The right of use granted to the Licensee does not confer the right to modify the conditions of use of the SOFTWARE. If any Interoperability problem should arise within the limits of the SOFTWARE specifications, the SOFTWARE must be returned to the point of sale under the conditions set forth under article 7. Since the SOFTWARE is not guaranteed for any determined use and since it was not developed to meet a particular need of the Licensee, the latter has no claim over any new or improved version of the SOFTWARE.

10 –INTELLECTUAL PROPERTY RIGHTS: This licence does not grant the Licensee any intellectual property rights over the SOFTWARE which remains fully and exclusively owned by CABRILOG. The Licensee undertakes to pay heed to the ownership indications given in the SOFTWARE, its Medium or its documentation.



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11 - LIABILITY: CABRILOG and its Distributor do not guarantee either the efficient use of the SOFTWARE for a given utilization or the successful commercial application of the SOFTWARE, whether direct or indirect. Also, any financial loss resulting from loss of data, loss of profit, service interruption or deprived right, even if suffered by a third party, cannot incur the liability of CABRILOG or of its Distributor. At all events, any remedy of such loss cannot exceed refund of the amounts paid to acquire the right to use the SOFTWARE. The Licensee is liable for any infringement of the licensed SOFTWARE or its documentation occurring directly or indirectly within the scope of the Licensee's activity.

12 – GOVERNING LAW - DISPUTES: This contract is governed by French law. Any dispute which may arise between the parties shall come within the competence of the sole courts having jurisdiction over the registered office of CABRILOG S.A.S.

13 – TERMINATION: Any breach of a contractual obligation incumbent upon the Licensee under the terms hereof shall lead to *de jure* termination of this contract as of the date of breach with no need for formal notice or other formalities.
At all events, CABRILOG may apply to the courts for the award of damages to remedy the loss suffered.

14 – END OF LICENCE: Should this licence be ended, irrespective of grounds, the Licensee shall lose the right to use the SOFTWARE and must forthwith return to CABRILOG the copy or copies of the SOFTWARE, the documentation and the back-up copy in its possession. The Licensee formally undertakes not to make or withhold any copy thereof either in full or in part, subject to penalties for infringement.

15 – REFERENCE: The Licensee expressly authorizes CABRILOG to indicate the Licensee's name in a list of references for internal and for external communication needs.

16 – GENERAL: It is formally agreed that any tolerance or waiver by one of the parties concerning the application of all or part of the commitments provided herein, irrespective of the frequency or duration thereof, cannot be interpreted as an amendment hereto.

The nullity or inapplicability of any one of the provisions hereof will not entail the nullity of the other provisions which shall continue to remain in full force and effect.

Failure by a user to observe the provisions hereof shall incur the *de jure* liability of the place of business which is the holder of the licence whose name is entered into the appended page.

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PAGE TO BE RETURNED:

The validity of the User Licence for CABRI® 3D SOFTWARE is subject to confirmation transmitted electronically.

To benefit from technical assistance for the SOFTWARE, you must return
this page duly completed and signed by an authorized person,

by e-mail to: sales@cabri.com

or by post to: CABRILOG SAS

6, Place R. Schuman – 38000 Grenoble – France.

Please copy this page before it is sent. You may be asked for this copy.

Company: Activity:

Name: Forename:

Post held:

Address:

Town: Postal code:

Telephone: Fax:

Email: **(Very important)**:

Licence: **Single station** **Site (2-10 users)** **Site (unlimited users)**

Date of purchase: Retailer:

System: Win 9x Win NT Win 2000 Win XP Mac OS 9 Mac OS X

Remarks:

I hereby declare that I am informed of the articles of the User Licence and undertake to observe all its terms and conditions.

Date:

Signature of end user and company stamp: