



CABRI GEOMETRY™ II & CABRI GEOMETRY™ II Plus

Licence Contract

The various clauses and the conditions of use of the CABRI-GEOMETRY™ II or CABRI-GEOMETRY™ II Plus software (the "SOFTWARE") appearing hereinafter constitute an undertaking concluded between yourself, as SOFTWARE licensee, and the company CABRILOG S.A.S.

Definitions:

Backup copy : Copy of a software item made on a medium other than the one serving for its actual use, for the sole purpose of preserving the use.

Decompile : Attempting to recover the programming or design logic of a software item.

Interoperability is understood to mean the adapting of application software (in this instance, the SOFTWARE) to the operating software specific to your computer equipment.

Medium : CD-ROM supplied for installing the SOFTWARE.

1 – GRANT OF A LICENCE TO USE THE SOFTWARE :

1.1 – Single user licence: CABRILOG grants the purchaser identified on the attached document the personal, non-transferable and non-exclusive right to use the SOFTWARE for a maximum of one single utilization at a time, for an indeterminate period. Under no circumstances may the licence for use, granted personally, be in its turn granted to any other person or body. Networking, on an internal or external network, with a view to possible utilization of the SOFTWARE by more than one person simultaneously, constitutes a contravention which will give rise to prosecution and wrongful breach entailing the cancellation, by law, of the present contract.

1.2 – Site licence: CABRILOG grants the purchaser identified on the attached document the personal, non-transferable and non-exclusive right to use the SOFTWARE on the site mentioned on the attached document, and only there, for an indeterminate period and for a defined number of simultaneous utilizations. This licence is valid only for the site mentioned and for the conditions expressed in this contract. Any copy of the SOFTWARE made or transported out of the site, either physically or electronically, constitutes an act of contravention which will give rise to prosecution and wrongful breach entailing the withdrawal, by law, of the present contract.

2 – DOCUMENTATION : A subsidiary right of personal, non-transferable, non-exclusive use, of the documentation accompanying the SOFTWARE is granted to the purchaser. The latter is not, however, authorised to copy or translate the documents supplied with the SOFTWARE, particularly the user's manual. Nevertheless, assuming that the SOFTWARE is used for teaching purposes, the teaching personnel of the site mentioned, to the exclusion of any other person, is authorised to reproduce the user's manual. The copies thus made will be for the personal use of the teaching staff and may not be used outside the site mentioned, nor used by third parties. These copies must be destroyed in the event that the present contract is cancelled.

3 – SOFTWARE MEDIUM : Once the SOFTWARE has been copied onto a standalone computer or onto a computer network, for which one single access to the SOFTWARE is possible (Single user licence), or onto a computer network of the site, for which access to the SOFTWARE is possible only from the site (Site licence), the medium having served for the installation will have the role of a backup copy, and may not be either used on another computer or computer network nor lent, hired, given in guarantee, or transferred.

4 – SPECIFICATIONS : To the exclusion of any other communication, the content of the user manual as well as any communication coming directly from CABRILOG concerning the SOFTWARE, constitute the sole specifications valid for conforming use of the SOFTWARE and of its medium.

5 – GUARANTEE : In the event that the medium is completely or partially defective, its purchaser may return it in its original packaging, correctly protected and with carriage paid, accompanied by the invoice, within a maximum period of 12 months counting from the purchase of the product. CABRILOG, for 12 months counting from the date of purchase, guarantees the absence of defects and the conformity of the SOFTWARE to its specifications. The legal guarantee remains applicable. No guarantee can be due if it is established that the defect arises due to negligence by the user, or to utilization outside of the specifications set out in article 4.

6 – COMPENSATION : The repair of a defect justifying the exercise of the guarantee will be limited, at CABRILOG's discretion, either to replacement of the SOFTWARE or of its medium, or to reimbursement of the price paid for the acquisition of the SOFTWARE, to the exclusion of any other compensation.

7 – RESTRICTIONS : In no case may the SOFTWARE be decompiled or amended, directly or indirectly, or translated even partially. The making of derivative products of the software is prohibited. The right to use granted to the purchaser does not confer a right to alter the conditions of use of the SOFTWARE. Any problem of interoperability, occurring in the context of the specifications of the SOFTWARE, will give rise to the return of the SOFTWARE to the point of sale, under the conditions of article 5. The absence of a guarantee for defined use of the SOFTWARE and the fact that the SOFTWARE has not been produced to meet a particular requirement of the purchaser, exclude any claim by the purchaser to a new or enhanced version of the SOFTWARE.

8 – RESPONSIBILITY : CABRILOG and the distributor guarantee neither the effectiveness of a utilization of the SOFTWARE for a defined use, nor any success in the direct or indirect commercial operation of the SOFTWARE. Moreover, the financial damage, resulting from a loss of data, from a loss of benefit, from an interrupting of a service or the loss of a right, even suffered by a third party, would not engage the responsibility of CABRILOG or of the distributor. Possible reparations for such damage may not exceed restitution for the sums paid out to acquire the right to use the SOFTWARE. The purchaser will be responsible for any counterfeiting of the SOFTWARE or of its documentation having taken place, directly or indirectly, in the context of his activity.

9 – COMPETENCE – The present contract is subject to the jurisdiction of French law. Any litigation likely to arise between the parties falls exclusively under the jurisdiction of the head office of the CABRILOG S.A.S Company.

10 – GENERAL MATTERS – Any violation of a contractual obligation incumbent on the purchaser (i.e. an encroachment, even slight, on the property rights of CABRILOG, or an attempt to decompile the SOFTWARE) entails the cancellation, by law, of the present contract, at the date of the violation. Any lack of effectiveness of certain provisions does not jeopardize the non-jeopardized provisions of the present contract. Non adherence to the present provisions by a user entails, by law, the responsibility of the purchasing establishment mentioned on the attached document.





CABRI GEOMETRY™ II & CABRI GEOMETRY™ II Plus

Licence Contract

ORIGINAL DOCUMENT TO BE RETURNED TO CABRILOG S.A.S.

The validity of the licence to use the CABRI GEOMETRY™ II Plus software is subject to the present document, duly completed, and signed by an authorised person, being sent to:

**CABRILOG S.A.S.
6, Place Robert Schuman
38000 Grenoble
FRANCE**

One copy should be made before dispatch, you may be asked for this copy

Once the original agreement is received by CABRILOG S.A.S., personal access to the CABRI GEOMETRY™ II or CABRI GEOMETRY™ II Plus hotline will be granted.

Site: Activity:

Name: First name :

Function:

Address:

City: Post code:

Telephone: Fax:

E-mail: **(Important)**:

Date of purchase: Distributor:

Licence : ☐ **Single User** ☐ **Site (2 – 10 users)** ☐ **Site (unlimited number of users)**

System : ☐ Win 9x ☐ Win NT ☐ Win 2000 ☐ Win XP ☐ Mac OS 7 to 9 ☐ Mac OS X

Comments :

I acknowledge having been made aware of the provisions featuring on the licence contract

Date :

Signature and stamp: