

## End-User License Agreement for IK Multimedia Software

Please read this document carefully before breaking the seal on the media package. This agreement licenses the enclosed software to you and contains warranty and liability disclaimers.

By breaking the seal on the media envelope, you are confirming to have taken notice of terms and conditions of this agreement and you acknowledge your acceptance of the software as well as your acceptance of the terms of this agreement. If you do not wish to do so, do not break the seal. Instead, promptly return the entire package, including the unopened media package, to the dealer from whom you have obtained it, for a full refund.

### 1) DEFINITIONS

“EULA” means this end user license agreement

“IK Multimedia Product” means the software program and hardware (if any) included in the enclosed package, the related documentation, models, multimedia content (such as animation, sound and graphics) and all related updates supplied by IK Multimedia.

“Not for resale (NFR) Version” means a version of IK Multimedia Product, so identified, is intended for review and evaluation purposes, only.

### 2) LICENSE

The “IK Multimedia Product” is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The “IK Multimedia Product” is licensed, not sold. This EULA grants you the rights as specified here below. All other actions and means of usage are reserved to the written permission of the right holder IK Multimedia Production Srl:

Applications Software. The “IK Multimedia Product” may be used only by you. You may install and use the “IK Multimedia Product”, or any prior version thereof for the same operating system, on up to three (3) computers, provided that (a) each computer is owned by (or leased to) and under the exclusive control of the licensee; (b) the program(s) shall NOT be used simultaneously on more than one machine, and (c) any computer(s) with IK Multimedia software installed shall not be sold, rented, leased, loaned or otherwise be removed from the licensee’s possession without first removing (uninstalling) the licensed software, except as provided in Paragraph 4 (below) pertaining to “Software Transfer”.

Storage/Network use. You may also store or install a copy of the “IK Multimedia Product” on a storage device, such as a network server, used only to install or run the “IK Multimedia Product” on your other computers over an internal network; however, you must acquire and dedicate a distinct license for each user of the “IK Multimedia Product” from the storage device. Any given license for the “IK Multimedia Product” may not be shared or used concurrently or otherwise on different computers or by different developers in a given organization.

### 3) AUTHORIZATION CODE

The “IK Multimedia Product” only functions when you are in the possession of an authorization code. You will receive an authorization code upon completing the authorization code request procedure. Once your authorization code is activated, you may use the product.

You agree to follow the authorization code request procedure and will provide true, accurate and complete information about yourself. If you provide any information that is untrue,

inaccurate, not correct or incomplete, or IK Multimedia has reasonable grounds to suspect that such information is untrue, inaccurate, not correct or incomplete, IK Multimedia has the right to suspend or to revoke the license.

The termination of the license shall be without prejudice to any rights, whatsoever, of IK Multimedia.

#### 4) DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the "IK Multimedia Product", except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation of components. The "IK Multimedia Product" is licensed as a single product. Its component parts may not be separated for use on more than one computer.

Not for Resale Version. If the "IK Multimedia Product" is labeled "Not for Resale" or "NFR" or "Evaluation Copy", then, notwithstanding other sections of this EULA, you may not sell, or otherwise transfer the "IK Multimedia Product".

Rental. You may not rent, lease, or lend the "IK Multimedia Product" to any party.

Software Transfer. You may not transfer, license or sublicense your rights as Licensee of the software or any IK Multimedia product, as licensed to you under this agreement without prior written consent of the rights owner. The carrier on which the IK Multimedia product has been distributed may be transferred or otherwise made available to any third party only with the prior written consent of the rights owner and provided that (a) the original media and license(s) accompany the carrier and (b) the party transferring the media does not retain a copy of the media.

#### 5) UPGRADES

If the "IK Multimedia Product" is labeled or otherwise identified by IK Multimedia as an "upgrade", you must be properly licensed to use a product identified by IK Multimedia as being eligible for the upgrade in order to use the "IK Multimedia Product".

An "IK Multimedia Product" labeled or otherwise identified by IK Multimedia as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for such upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the "IK Multimedia Product" is an upgrade of a component of a package of software programs that you licensed as a single product, the "IK Multimedia Product" may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

#### 6) DUAL-MEDIA SOFTWARE

You may receive the "IK Multimedia Product" in more than one medium. You may not loan, rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer (as provided above) of the "IK Multimedia Product".

#### 7) LIMITED WARRANTY

IK Multimedia warrants to the original purchaser of the computer software product, for a period of ninety (90) days following the date of original purchase, that under normal use, the software program and the user documentation are free from defects that will materially interfere with the operation of the program as described in the enclosed user documentation.

## 8) WARRANTY CLAIMS

To make a warranty claim under the above limited warranty, please return the product to the point of purchase, accompanied by proof of purchase, your name, your return address and a statement of the defect, or send the CD(s) to us at the below address within ninety (90) days of purchase. Include a copy of the dated purchase receipt, your name, your return address and a statement of the defect. IK Multimedia or its authorized dealer will use reasonable commercial efforts to repair or replace the product and return it to you (postage prepaid) or issue to you a credit equal to the purchase price, at its option.

## 9) LIMITATIONS ON WARRANTY

IK Multimedia warrants only that the program will perform as described in the user documentation. No other advertising, description or representation, whether made by a IK Multimedia dealer, distributor, agent or employee, shall be binding upon IK Multimedia or shall change the terms of this warranty.

EXCEPT AS STATED ABOVE, IK MULTIMEDIA MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, REGARDING THIS PRODUCT. IK MULTIMEDIA DISCLAIMS ANY WARRANTY THAT THE SOFTWARE IS FIT FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY SHALL BE LIMITED TO A NINETY (90) DAY DURATION OF THIS LIMITED EXPRESS WARRANTY AND IS OTHERWISE EXPRESSLY AND SPECIFICALLY DISCLAIMED. IK MULTIMEDIA SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, EVEN IF IK MULTIMEDIA IS ADVISED OF OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS MEANS THAT IK MULTIMEDIA PRODUCTION SRL SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE LOSS OF PROFITS OR REVENUES, OR FOR DAMAGES OR COSTS AS A RESULT OF LOSS OF TIME, DATA OR USE OF THE SOFTWARE, OR FROM ANY OTHER CAUSE EXCEPT THE ACTUAL COST OF THE PRODUCT. IN NO EVENT SHALL IK MULTIMEDIA LIABILITY EXCEED THE PURCHASE PRICE OF THIS PRODUCT.

## 10) CHOICE OF LAW

You agree that any and all claims, suits or other disputes arising from your use of the software shall be determined in accordance with the laws of Italy, in the event IK Multimedia, is made a party thereto. You agree to submit to the jurisdiction of the court in Modena, Italy for all actions, whether in contract or in tort, arising from your use or purchase of the software.

## 11) GENERAL

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:

IK Multimedia Production Srl  
Via dell'Industria 46  
41100 Modena  
Italy

©1996-2009 IK Multimedia Production srl  
Via dell'Industria, 46 - 41122 Modena, Italy  
Phone: +39 059 285496 - Fax: +39 059 2861671  
VAT number: IT02359550361  
Contact IK Multimedia