

CABRI 3D v2

USER LICENCE

The software CABRI 3D v2 (referred to as the SOFTWARE) contained on the CD or in the downloaded file and any related documentation are licensed, not sold, by CABRILOG S.A.S (referred to as CABRILOG). Specific details of the licence granted to you, the Licensee, are based upon the configuration of the SOFTWARE you purchased and are set forth below.

Definitions:

Backup copy: Copy of software created on a different medium than the one used for operation of the application; for the sole purpose of safeguarding the original application.

Media: CD-ROM (or downloaded file) provided to install Software.

Evaluation: Software was designed to enable utilization of the software prior to purchase of a licence. Said time-restricted utilization is called Evaluation.

Demo: Software was designed to enable the software to be tested outside of the scope Evaluation limits or licence purchase conditions. This function-restricted use is called Demo.

Site: one physical address of one educational/training institution or one legal entity.

SINGLE USER LICENCE

CABRILOG grants you a personal, non-exclusive, non-transferable licence to use the SOFTWARE on a single computer. Networking for the purpose of possible simultaneous use of Software by more than one person constitutes an act of pirating subject to prosecution and automatic termination on grounds of breach of this licence.

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CABRILOG grants you a non-exclusive, non-transferable licence to use the SOFTWARE on the number of computers specified for the configuration you purchased. All the computers on which the SOFTWARE is used must be located at a single Site. Any copy of SOFTWARE created or transported either physically or electronically outside of the Site constitutes an act of pirating subject to prosecution and automatic termination on grounds of breach of this licence.

SCHOOL LICENCE

If you purchased a School Licence of the SOFTWARE, CABRILOG grants you a non-exclusive, non-transferable licence to install and use the SOFTWARE on all school owned, leased or rented computers located at the Site for which the licence is purchased. This licence is solely valid for the Site identified at the time of registration and under the conditions applicable at the time of acceptance of this licence. In case of several Sites belonging to same school, please consult us.

The School Licence includes the possibility for up to 10 teachers of the Site to use SOFTWARE on their personal computers within the School or in their homes, provided that such use is restricted to their teaching activities. In any other case, any copy of Software created or transported either physically or electronically outside of the Site constitutes an act of pirating subject to prosecution and automatic termination on grounds of breach of this licence.

SCHOOL + STUDENTS LICENCE

Same as above School Licence and in addition a given maximum number of students of the Site are allowed to use the SOFTWARE on their personal computers in the School or at their homes. The use of the SOFTWARE by the students remain under the responsibility of the

purchaser of the licence.

PERIODS OF USE OF LICENCE

Evaluation Period: whenever you wish to evaluate SOFTWARE prior to confirming your licence purchase, you may use the SOFTWARE on a free-of-charge basis as Single User for a period of 30 calendar days commencing at the date of first use.

During the evaluation period, you have access to all the functions of the SOFTWARE but you are not authorized to use the SOFTWARE for class teaching or for providing training. Networking for the purpose of possible simultaneous use of SOFTWARE by more than one person constitutes an act of pirating subject to prosecution and automatic termination on grounds of breach of this licence.

Demo Period: at completion of the Evaluation period, if you have not opted for the purchase of one SOFTWARE licence, the SOFTWARE will automatically convert to a Demo Period, i.e. it will then function in a single mode: maximum sessions of 15 minutes without access to certain functions such as "Save", "Save as", "Copy".

During this Demo Period, you are not authorized to use the SOFTWARE for class teaching or for providing training.

Networking for the purpose of possible simultaneous use of SOFTWARE by more than one person constitutes an act of pirating subject to prosecution and automatic termination on grounds of breach of this licence.

DOCUMENTATION

Additionally, a personal, non-assignable, non-exclusive usage right is granted to you on the documentation accompanying SOFTWARE. However, you are not authorized to distribute or translate the documents provided with SOFTWARE, specifically the User Manual. Nevertheless, in the event that SOFTWARE is used for teaching purposes, teaching staff on the Site, to the exclusion of any other person, may copy the User Manual. Copies thus made are for the personal use of teachers and may not be used outside of the Site or by third parties. Such copies must be destroyed in the event of termination of this Agreement.

SOFTWARE MEDIA – BACKUP COPY

Once the Software has been installed either into a single computer (Single User Licence) or into a number of computers authorized under the licence and for which access to Software is possible solely from the registered site (Classroom Licence and School Licence), the Media provided for installation will become the backup copy and may not be loaned, rented, given as surety or assigned.

ASSISTANCE

You are provided free technical assistance by CABRILOG during installation, start-up and use of Software under the following conditions:

- i- you have acquainted yourself with the installation procedure provided and the minimum configuration requirements appearing on the package (if packaged in a box) or on the pages of our Internet site www.cabri.com (if Software has been downloaded);
- ii- you have sufficient information regarding the characteristics of the computer used, the operating system and the SOFTWARE licence (number of users authorised, date and place of purchase, version number);
- iii- you send your requests or questions by email to the "on-line support" service: support@cabri.com;
- iv- CABRILOG undertakes to reply via email or by telephone.

WARRANTY DISCLAIMER AND DAMAGES EXCLUSIONS AND LIMITATIONS

Limited Warranty. During the warranty period CABRILOG warrants that the SOFTWARE when properly installed, will substantially conform to the functional specifications set forth in the applicable User Manual. CABRILOG does not warrant that the SOFTWARE will meet your requirements or that operation of the SOFTWARE will be uninterrupted or error free. The warranty period is one (1) year commencing on the date the licence is acquired by the Licensee. You must notify CABRILOG in writing of any nonconformity within the

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Remedy. CABRILOG's entire liability and your exclusive remedy shall be:

(a) refund of the price paid upon return of the SOFTWARE to CABRILOG or its distributor in case of SOFTWARE nonconformity

(b) replacement of the media that does not meet this limited warranty, in case of media partial or total defect and provided you have otherwise complied with this licence. No warranty will be given in the event that it is ascertained that the defect results from negligence on the part of Licensee or of a user.

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CABRILOG'S TOTAL AGGREGATE LIABILITY UNDER THIS LICENCE IS LIMITED TO 80 (EIGHTY) EURO FOR THE SINGLE USER LICENCE, 570 (FIVE HUNDRED SEVENTY) EURO FOR THE SCHOOL LICENCE AND 900 (NINE HUNDRED) EURO FOR THE SCHOOL + STUDENTS LICENCE.

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Because some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or limitation on how long an implied warranty lasts, the above limitations or exclusions may not apply to you.

GENERAL

This Agreement will immediately terminate without advance notice and without formalities if you fail to comply with one of its terms. Upon termination of this Agreement, you will forfeit the right to use the SOFTWARE and return to the place of purchase the SOFTWARE CD together with the associated documentation and all whole or partial copies of the SOFTWARE in your possession.

APPLICABLE LAW – DISPUTES

This Agreement is governed under French law. Any dispute that may arise between the parties will be submitted solely to the Courts having jurisdiction over the registered offices of CABRILOG.

The validity of the SOFTWARE usage licence is subject to the acceptance thereof by electronic means.

By installing or otherwise using the SOFTWARE you agree to be bound by the terms of this licence.

If you do not agree with the terms of this licence, return to the place of purchase the SOFTWARE in its original packaging with all its contents, properly protected and with sufficient postage, accompanied by the purchase invoice for a full refund.

Cabri 3D v2 Web Browser Plug-in End User Licence Agreement

The terms and conditions of use of the software CABRI 3D v2 Plug-in (the ' SOFTWARE '), set forth below, constitute a commitment entered into by yourself, in the capacity as SOFTWARE licensee (the ' LICENSEE '), and CABRILOG S.A.S. (' CABRILOG ').

1 – GRANTING OF SOFTWARE USER LICENCE:

CABRILOG grants the LICENSEE, the personal right, that is non-transferable and non-exclusive, to use the SOFTWARE for an undetermined period in order to allow him to insert dynamic constructions made with the SOFTWARE into Internet documents.

This licence is granted by CABRILOG to the LICENSEE free of charge in case of private use or personal initiative without any commercial implication (no contract and no revenue). It is granted against potential payment of a fee in other cases, please consult us at sales@cabri.com or by fax to 33 (0)4 76 86 17 90.

2 – INSTALLATION:

The LICENSEE is responsible for installing the SOFTWARE.

3 – WARRANTY:

Should the Media show any full or partial defect, it may be returned to CABRILOG or its distributor within a period of no more than 12 months. In case of software delivered in box, it should be returned in its original packaging, with proper protection and postage fee.

4 – INTELLECTUAL PROPERTY RIGHTS:

This licence does not grant the LICENSEE any intellectual property rights over the SOFTWARE. The LICENSEE undertakes to pay heed to the ownership indications given in the SOFTWARE, its Media or its documentation.

5 – LIABILITY:

CABRILOG and its Distributors 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 Distributors. At all events, any remedy of such loss cannot lead to any compensation. 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.

6 – GOVERNING LAW - DISPUTES:

This contract is governed by French law. Any dispute which may arise between CABRILOG and LICENSEE shall come within the competence of the sole courts having jurisdiction over the registered office of CABRILOG S.A.S.

7 – TERMINATION:

Any breach of a contractual obligation incumbent upon the LICENSEE under the terms hereof shall lead to de jure termination of this licence 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.

8 – END OF LICENCE:

Should this licence be ended, irrespective of grounds, the LICENSEE shall lose the right to use the SOFTWARE and must uninstall the copy or copies of the SOFTWARE.

The LICENSEE formally undertakes not to make or withhold any copy thereof either in full or in part, subject to penalties for infringement.

9 – GENERAL:

It is formally agreed that any tolerance or waiver by CABRILOG or LICENSEE 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.