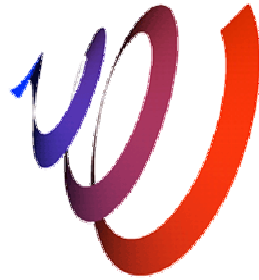


libQGLViewer license agreement V 1.0

Copyright (C) 2008 Alma. All rights reserved.



Software covered by this license

This License Agreement ("License") is between you ("Licensee") - either an individual or a legal entity - and Alma. It pertains to the libQGLViewer library or parts thereof, including the source code, example programs and the documentation ("Documentation").

The software referred to above is based on the Qt library provided by Trolltech SA ("Qt Library") to implement various functions. Qt Library is not prepared by or owned by Alma, and it is not covered by this License. Any use of the Qt Library is entirely at the risk and responsibility of Licensee.

Licensee acknowledges (1) that the Qt Library may require additional licensing of copyright and patents from the owners of such, and (2) that distribution of any of the Licensed Software referencing any portion of the Qt Library may require appropriate licensing from such third parties.

When the term "Software" is used below in this License, it refers only to the software covered by the License, and not the software that is part of the Qt Library.

Licensee also acknowledges that due to license conflicts, the vectorial rendering part of the libQGLViewer library (code located in the VRender directory) is NOT covered by this agreement and will not be available and distributed under this commercial license.

Binding terms – new versions

By installing, copying, or otherwise using the Software or Documentation, Licensee agrees to be bound by the terms of this License. This paragraph does not exclude Licensee from using the Software under the GPL, provided that the terms and conditions of the GPL are observed.

If Alma replaces this License Version 1.0 with a new Version during the term of the License, Licensee shall be entitled to receive and use such new Version on the terms and conditions then applicable to such new Version, without having to pay further compensation. Licensee may choose to continue using this Version 1.0 instead, in which case the terms and conditions in this License shall apply for the remainder of the License term. Receipt of a new Version and acceptance of the licensing terms for such new Version, shall not in itself extend the term of the initial License.

A "Version" of the Software refers to a release with a unique version number, e.g. 1.0.0 and 1.0.1 being different Versions.

Copyright and restrictions

All intellectual property rights in the Software and Documentation are owned by Alma, and are protected by French copyright laws, other applicable copyright laws, and international treaty provisions. Alma reserves all rights not expressly granted in this License. No title, property rights or copyright in the Software or in any modifications to the Software or Documentation shall pass to Licensee under any circumstances. Licensee may not loan, rent, lease, or license the Software or any

copy hereof, unless expressly provided for in this License. Licensee may not alter or remove any details of ownership, copyright, trade mark or other property right connected with the Software.

Alma grants Licensee the right to use the Software in one, and only one, of Licensee's Product ("Product") in the manner provided below. The name of this Product must be reported to Alma. A Product is a piece of software created by the licensee and which uses the libQGLViewer library. Different releases of the same Product can benefit from the same libQGLViewer license. If different Products with different names use the libQGLViewer library, a commercial libQGLViewer license must be purchased for each of them.

Duration

This License is valid for one year from the date that Alma has sent out an order confirmation. A renewal offer stating the terms and conditions for an extension of the License will be sent to Licensee by Alma. If Licensee does not accept this offer, or Alma chooses not to provide such offer, the License will expire at the end of the one year period referred to above.

If the License expires, the rights to updates and support (subsections (6) and (7) under "Licensee's rights" below) shall cease. Licensee retains the right to create and distribute applications (as stated in subsections (1), (2), (3), (4) and (5) under "Licensee's rights" below), but only for use of the last Version of the Software that was released while the License was valid.

Licensee's rights

(1) Using and modifying the Software: Licensee may freely use and modify the Software to develop any kind of product on any platform, except products which would 1) compete directly with the Software or 2) pass on functionality which makes it possible for others to create software competing with the Software. Licensee may make and install copies of the Software on an unlimited number of computers on any number of development platforms.

(2) Redistribution of the original Software: Licensee is granted a nonexclusive, royalty-free right to redistribute the unchanged Software as part of Licensee's own product in source or binary form, but only if the Software has in its entirety been obtained under a valid libQGLViewer License.

(3) Distribution of modified Software: Licensee is granted a nonexclusive, royalty-free right to copy and distribute Software which has been modified as allowed under section (1) above, as part of his product. This can be done in one of the following two ways: (a) in the form of source code patches to the original unmodified Software; (b) in binary form, provided that the binary is named in such a manner that it cannot be confused with the original Software. Such copying and distribution may only take place if any and all modifications to the original Software have in their entireties been developed by Licensee on basis of and in accordance with the provisions of a valid libQGLViewer License.

(4) The right to distribution as referred to under (2) and (3) above also applies to the Documentation, but only to the extent the Documentation is distributed as an integrated part of the Software.

The right to distribute the Software as described under (2) and (3) above does not authorize Licensee to give any third parties any rights to the Software, except the right to use the Software or modified Software as an integrated part of the products sold by Licensee.

(5) The above provisions do not exclude Licensee from re-distributing the Software in accordance with the GPL, but in such case, the terms and conditions of the GPL must be observed. If Licensee has made any modifications to the Software under the GPL license, such modified Software must, if re-distributed, either a) be re-distributed on the terms and conditions set by the GPL, or b) be re-distributed under a libQGLViewer License, but so that a libQGLViewer License must be purchased from Alma with retrospective effect, meaning that all previous development work under the GPL which is intended distributed must be paid for as if developed under the libQGLViewer License. Alma is not obliged to sell such licenses with retrospective effect, but may do so, at its own discretion.

(6) Upgrades: Licensee is granted the right to free upgrades to all new Versions of the Software, through the libQGLViewer website for the duration of the License (one year), in accordance with Alma's licensing terms and conditions then applicable to the upgrades.

(7) Support: Licensee has the right to prioritized email software developer support with no additional cost for the duration of the License (one year).

Licensee's rights are non-exclusive.

Prices and payment

As consideration for the rights given to Licensee under this License, Licensee shall pay to Alma the license fees applicable at the time of ordering. The License is not valid until such order has been placed with Alma, and Alma has accepted the order in writing.

"As is" purchase-disclaimer of warranties

THIS SOFTWARE IS PROVIDED "AS IS" AND EXCEPT AS SPECIFICALLY PROVIDED HEREIN, Alma MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR DOCUMENTATION, INCLUDING, BUT NOT LIMITED TO, THEIR QUALITY, PERFORMANCE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY WARRANTIES WOULD OTHERWISE BE IMPLIED BY LAW, Alma HEREBY DISCLAIMS ALL SUCH WARRANTIES, AND LICENSEE ACCEPTS THAT NO SUCH WARRANTIES SHALL APPLY.

Because software is inherently complex and cannot be expected to be free of errors, Licensee is advised to verify his work and make backup copies where appropriate. Any and all use of the Software or modified versions of the Software is at the risk of Licensee.

Limitation of liability

IF, Alma'S WARRANTY DISCLAIMER NOTWITHSTANDING, Alma IS HELD LIABLE TO LICENSEE, ANY AWARD OF DAMAGES FROM Alma TO LICENSEE SHALL NOT EXCEED THE TOTAL AMOUNT THAT LICENSEE HAS PAID TO Alma IN CONNECTION WITH THIS LICENSE. IN NO EVENT SHALL Alma BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OR CORRUPTION OF DATA, AND LOSS OF PROFITS OR INTERRUPTION OF BUSINESS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT THE APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION SHALL APPLY TO THE MAXIMUM EXTENT ALLOWED.

Verification

Alma may, upon its reasonable request and at its expense, audit Licensee with respect to the use of the Licensed Software. Any such audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. Alma will not remove, copy, or redistribute any electronic material during the course of an audit. If an audit reveals that Licensee is using the Licensed Software in a way that is in material violation of the terms of the License, then Licensee shall pay Alma's reasonable costs of conducting the audit. In the case of a material violation, Licensee agrees to pay Alma any amounts owing that are attributable to the unauthorized use. In the alternative, Alma reserves the right, at Alma's sole option, to terminate the licenses for the Licensed Software.

Termination

Alma may terminate the License at any time immediately upon written notice by Alma to Licensee if Licensee breaches this License, fails to pay the fees for the Licensed Software, or infringes Alma's intellectual property in or to the Licensed Software. Upon termination of the Licenses, Licensee shall return to Alma all copies of Licensed Software that were supplied by Alma. All other copies of Licensed Software in the possession or control of Licensee must be erased or destroyed. An officer of Licensee must promptly deliver to Alma a written confirmation that this has occurred.

Entire contract and severability

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. The remainder will remain valid and enforceable according to its terms.

Governing law and disputes

This License shall be governed by French law. Unless otherwise agreed in writing, all disputes arising out of or in connection with this License shall be brought before the Grenoble City Court as the exclusive legal venue.

In addition, Alma shall be entitled to seek interlocutory injunctions in any court of law worldwide, to the extent allowed by the procedural law of the relevant jurisdiction.