

## End User License Agreement:

This EULA is a legal agreement between you (either an individual or a single entity) and Kohera3D LLC for the Kohera3D software (referred to as Kohera3D or the Software), which includes computer software and may include associated media, printed materials, and "online" or electronic documentation.

By selecting the "I accept" button or other button or mechanism designed to acknowledge agreement to the terms of an electronic copy of this End User License Agreement (EULA), or by installing, downloading, accessing, or otherwise copying or using Kohera3D software, you accept this EULA on behalf of the entity for which you are authorized to act (e.g., an employer) and acknowledge that such entity is legally bound by this EULA (and you agree to act in a manner consistent with this EULA) or, if there is no such entity for which you are authorized to act, you accept this EULA on behalf of yourself as an individual and acknowledge that you are legally bound by this EULA, and you represent and warrant that you have the right, power and authority to act on behalf of and bind such entity (if any) or yourself. You may not accept this Agreement on behalf of another entity unless you are an employee or other agent of such other entity with the right, power and authority to act on behalf of such other entity.

If you do not agree to the terms of this EULA, do not install or otherwise copy or use Kohera3D.

Kohera3D is owned by Kohera3D LLC. Kohera3D is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Kohera3D is licensed, not sold.

Kohera3D LLC grants you the non-exclusive license to use the Software on one computer at a time. If you run the Software on a server, the number of simultaneous users must not exceed the number of licenses you own. Unless otherwise noted, all licenses are single (1) user licenses. License validation may be required after installation.

You must treat this Software just like a book or any other copyrighted material (e.g., recordings or film). You may make archival copies of the Software. You may not distribute any portion of the Software or materials accompanying the Software. You may not reverse engineer, decompile, disassemble, or otherwise reduce the software to any human perceivable form. You may not modify, adapt, translate, rent, lease, loan, resell for profit, or create any modifications or other derivative works based upon the software or any part thereof.

If Kohera3D LLC or a reseller provides or makes available any additional materials associated with Kohera, including any corrections, patches, service packs, updates, or upgrades to or new versions of the software or any supplemental materials or user documentation, these additional materials will be subject to the terms of this agreement unless stated otherwise.

You acknowledge and agree that when you acquire a license of Kohera3D, your acquisition is not contingent on the delivery of any future features or functionality nor subject to any public comments (oral, written or otherwise) made by Kohera3D LLC regarding future features or functionality.

You acknowledge and agree that no license is granted (whether expressly, by implication, or otherwise) to any software or supplemental materials that you did not acquire lawfully and in a manner consistent with this agreement.

Kohera3D LLC makes no warranty, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, regarding the Software or accompanying materials. The Software and accompanying materials are provided solely on an as-is basis.

In no event shall Kohera3D LLC be liable for any special, collateral, incidental, or consequential damages in connection with or arising out of the purchase or use of the Software and accompanying materials.

The English language version of this EULA is binding in case of any inconsistencies between the English version and any translations. If you purchased the license in Canada, you agree to the following: The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including notices, have been and shall be written in the English language only. Les parties ci-dessus confirment leur désir que cet accord ainsi que tous les documents, y compris tous avis qui s'y rattachent, soient rédigés en langue anglaise.

### 3<sup>rd</sup> PARTY COMPONENTS

The software includes third party components with separate legal notices or governed by other agreements, as described in the Third Party Notices file(s) accompanying the software.

### APPLICABLE LAW

- a. If you acquired the software in the United States and are not a State or Federal Agency, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
- b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.
- c. If you are a State Agency in the United States, the laws of your State govern the interpretation of this agreement.
- d. If you are a United States Federal Agency, United States Federal law governs the interpretation of this agreement.