BITGAP GAMES'

SAHARA

FOR TORQUE 3D

Torque 3D
IS A PRODUCT BY

GarageGames

WHAT IS SAHARA?

Sahara is a tech extension to the Torque 3D 1.1 game engine by GarageGames.com which lets you create more realistic game environments by generating naturally accumulated dirt, snow, dust or any other material over your game shapes. It is a successor to our Cliff Construction Kit.
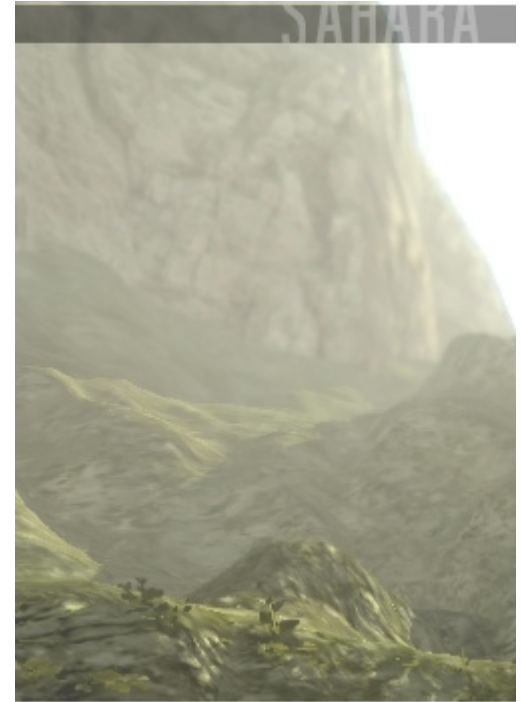
The motto of Sahara is: use one model in many environments.

Sahara can be set up on a per material basis. Once installed, use the Torque 3D Material Editor to edit the properties of your shape.

The DTS cliff in the background blends seamlessly into the environment.

View a video of Sahara in action at http://www.youtube.com/watch?v=Tsxp1qidqKM&hd=1 to see what the kit is capable of.

Visit your bitgap.com account (http://www.bitgap.com/account) to download additional content for Sahara and find links to video tutorials and other resources.

REQUIREMENTS

The very basic requirement for Sahara is a **Torque 3D 2009 1.1 Beta 2 Professional** (source) license. This kit requires modifications to the game engine source code. Be sure that you have the correct license before buying Sahara. You will not be able to use this kit with a Basic (no-source) license.

In order to have Sahara work on your shapes, you will have to meet the following requirements:

- Your material has a Diffuse map
- Your material has a Normal map (with or without an embedded specular map)
- Your graphics card supports Shader Model 3.0

If you do not meet these requirements and you still try to use the accumulation feature of Sahara, you will receive a warning in the console about it.

A lush green environment made with Torque 3D Professional 2009 1.1 Beta 2 and Bitgap Games' Sahara 1.0 in a matter of minutes.

PATCHING INSTALLATION

If you are unsure about how to patch your installation, you will find detailed manual installation instructions in the next chapter – skip down to the next page.

1. Install a clean **Torque 3D Professional 1.1 Beta 2**. You need this version since Sahara requires your source files to be modified. To install Sahara, you will need to apply two patches over a clean install of Torque 3D Professional 1.1 Beta 2. These files have a patch extension. Apply
   1. **source.patch** to your Engine/source directory, and
   2. **game.patch** to your Project/game directory.
2. Copy the **source** folder over into your project's game/source folder.
3. Run **generateProjects.bat** in your project directory.
4. Open your project solution file in Visual Studio and recompile the engine.

SAND   MOSS   ICE

An Accu Map on a shape can boost the visuals within any game environment.

MANUAL INSTALLATION

This section is only available with Sahara.

Visit http://www.bitgap.com/products to buy a license and get started today!

WHAT ELSE IS IN THE PACK?

We have added the assets that are a part of the Cliff Construction Kit to Sahara. These can be downloaded separately from under your bitgap.com account. We wanted to keep your downloads small so you could get started with the kit's features faster. When you're in need of the additional bundled assets, visit your account page and download them.

You will also find a separate package of cliff shapes that were created for you by our friends at Game Art Store.
Visit www.GameArtStore.com to learn more about their awesome tools for artists.

INFORMATION FOR ARTISTS

- You can use any existing models with Sahara as long as their UV maps are satisfactory. If the UV is stretched, then the overlaid material will also look stretched.
- Be sure to normalize your face normals when exporting your models. Keep in mind that up for your shape will be up when using Sahara. While Sahara allows you to change the direction of material accumulation, this is to simulate mold and grass, and not to circumvent models being upside down.
- The kit supports detail normal maps. You can get the best results when using normal, specular and detail normal maps along with the pixel specular feature on top of the standard diffuse (and detail diffuse) feature.
- Sahara supports transparent textures for the Accu Map, however for the best results, your diffuse texture should always be opaque.
- Sahara's specular scale parameter will only work when you have pixel specular enabled.

Familiar shapes covered in ice. These are standard models in the Torque 3D game engine.

SUPPORT

If you need support for your pack, check out our official discussion thread at
http://www.garagegames.com/community/forums/viewthread/119467 .

To directly get in touch with us, use sahara AT bitgap.com to get Sahara support.
Please allow a little time for us to get back to you as we are in the EU mainland (GMT
+ 1) timezone. For Hungarian citizens, we provide support by phone. Email us for our
direct number.

Have fun using Sahara! Let us know how you like it, what you do with it, and be sure
to post pictures of your projects using Sahara at
http://www.garagegames.com/community/forums/viewthread/119467 .

Visit our website at www.bitgap.com.

COPYRIGHTS

All original textures were kindly provided by CGTextures.com. These textures were customized for the cliff shapes that you can find as parts of the kit. View the CGTextures license at http://cgtextures.com/content.php?action=license

LICENSES

Please visit our website to learn more about our licenses. View a license comparison chart at http://www.bitgap.com/license.

Below you find the license agreements for each of the available licenses for this product.

Indie License

Bitgap Games Sahara End User License Agreement (EULA)

The use of the Bitgap Games Sahara ("Product") is governed by this license agreement ("Agreement").

These license terms are an agreement between Bitgap Games and Bitgap Games ("Licensee"). Please read them. They apply to the source code, shaders, binaries, and any other assets or works that are included with the product named above, which includes the media on which you received it, if any. These terms also apply to any updates, supplements, internet-based services, and support services for this software and its associated assets, unless other terms accompany those items. If so, those terms apply. You must read and agree to this Agreement terms BEFORE installing the Product to your hard drive or using the Product in any way. If you do not agree to the license terms, do not download, install or use the Product. Please make copies for all those in your organization who need to be familiar with the license terms.

This license allows individuals with an annual income less than USD 250 000 to create and release or sell games using executables created from the source code or otherwise making use of the Product.

BY CLICKING THE ACCEPTANCE BUTTON AND/OR INSTALLING OR USING THIS PRODUCT, THE INDIVIDUAL ACCESSING THE PRODUCT ("LICENSEE") IS CONSENTING TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT INSTALL OR USE THIS PRODUCT. IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW:

1. LICENSE AGREEMENT

This sets forth the entire agreement between Bitgap Games ("Licensor") and Bitgap Games ("Licensee") relating to the use of the Product software binaries and/or source code in hard media form or downloadable from the Licensor website, www.bitgap.com, or affiliates.

2. LICENSE GRANT.

(a) In accordance with the terms herein, Licensor grants a limited non-exclusive, non-transferable license to the Licensee to use the Product for the sole purposes of making executable electronic single or multi-user games for entertainment ("Games"). This license is granted specifically to a single individual with an annual income less than USD 250 000 only.

(b) Licensee may have the Games published by any publisher with no royalties. Licensee may have the games published on PC, or any Game Console System including but not limited to the Microsoft Xbox, Xbox 360, Sony Playstation 2, Playstation 3, Playstation Portable, Nintendo GameCube, Wii, DS or their successors.

3. RESTRICTIONS.

The following restrictions apply to the use of this Product:

(a) Licensee may not: (i) create any derivative works of the Product, including but not limited to translations, localizations, technology add-ons, or game making software other than Games; (ii) reverse engineer, or otherwise attempt to derive the algorithms for the Product (iii) redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Product; or (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product.

(b) Licensee may not distribute the source code to the Product in any manner, unless recipient also has a license to the Product.

4. FEES.

(a) The Commercial license fee for the Product is USD 59.95, with no royalties. Licensee does not need to have any permissions or approvals from Licensor to release, publish, sell, or otherwise exploit Games.

(b) Licensor may use Licensee's name in connection with the Games and in any customer reference list or in any press release issued by Licensor regarding the licensing of the Product.

5. TERMINATION.

Without prejudice to any other rights, Licensor may terminate this Agreement if Licensee breaches any of its terms and conditions. Upon termination, Licensee shall destroy all copies of the Product.

6. DISCLAIMER OF WARRANTY.

THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS THE RESPONSIBILITY OF LICENSEE. SHOULD THE SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, LICENSEE AND NOT LICENSOR OR ITS SUPPLIERS OR RESELLERS ASSUMES THE ENTIRE COST OF ANY SERVICE AND REPAIR. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

7. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS SUPPLIERS OR RESELLERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, LICENSORS ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES LICENSEE PAID FOR THIS LICENSE (IF ANY). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT BE APPLICABLE. LICENSOR IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF CONTENT PROVIDED BY LICENSEE OR A THIRD PARTY THAT IS INCORPORATED WITH THE SOFTWARE AND/OR ANY MATERIAL LINKED THROUGH SUCH CONTENT.

8. LICENSEES REPRESENTATIONS, WARRANTIES & INDEMNIFICATION.

Licensee shall defend, indemnify and hold harmless Licensor, its parent, subsidiaries, affiliated companies and partners and their respective officers, directors, employees and agents from and against any and all liabilities, damages, costs and fees (including reasonable attorneys fees) resulting from or relating to: (i) any third party claims or lawsuits related to the Games and assignment of intellectual property ownership hereunder; (ii) any third party claims or lawsuits related to any and all obligations Licensee has undertaken to perform hereunder; or (iii) a breach of any representations and warranties Licensee has made hereunder. Such indemnification obligation of Licensee is conditioned upon Licensor immediately notifying Licensee in a writing that sets forth with specificity the claim or action to which such indemnification obligation applies. Licensee will have the right to control the defense of each such claim and any lawsuit or proceeding arising there from. In no event will Licensee settle any such claim or lawsuit or proceeding arising there from without the prior written approval of Licensor.

9. MISCELLANEOUS.

This Agreement may be amended at anytime at the sole discretion of Bitgap Games with proper notice. This Agreement shall be governed by the laws of THE EUROPEAN UNION. Unless otherwise agreed in writing, all disputes relating to this Agreement (excepting any dispute relating to intellectual property rights) shall be subject to final and binding arbitration in Budapest, Hungary, Europe, with the losing party paying all costs of arbitration. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination. Licensee may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control. The relationship between Licensor and Licensee is that of independent contractors and neither Licensee nor its agents shall have any authority to bind Licensor in any way.
If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith.

10. LICENSEE OUTSIDE THE EUROPEAN UNION

If Licensee is located outside THE EUROPEAN UNION, then the provisions of this Section shall apply. Licensee is responsible for complying with any local laws in its jurisdiction which might impact its right to import, export or use the Software, and Licensee represents that it has complied with any regulations or registration procedures required by applicable law to make this license enforceable. The language of this Agreement is English.

Professional License

Bitgap Games Sahara End User License Agreement (EULA)

The use of the Bitgap Games Sahara ("Product") is governed by this license agreement ("Agreement").

These license terms are an agreement between Bitgap Games and Bitgap Games ("Licensee"). Please read them. They apply to the source code, shaders, binaries, and any other assets or works that are included with the product named above, which includes the media on which you received it, if any. These terms also apply to any updates, supplements, internet-based services, and support services for this software and its associated assets, unless other terms accompany those items. If so, those terms apply. You must read and agree to this Agreement terms BEFORE installing the Product to your hard drive or using the Product in any way. If you do not agree to the license terms, do not download, install or use the Product. Please make copies for all those in your organization who need to be familiar with the license terms.

This license allows individuals to create and release or sell games using executables created from the source code or otherwise making use of the Product.

BY CLICKING THE ACCEPTANCE BUTTON AND/OR INSTALLING OR USING THIS PRODUCT, THE INDIVIDUAL ACCESSING THE PRODUCT ("LICENSEE") IS CONSENTING TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT INSTALL OR USE THIS PRODUCT. IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW:

1. LICENSE AGREEMENT

This sets forth the entire agreement between Bitgap Games ("Licensor") and Bitgap Games ("Licensee") relating to the use of the Product software binaries and/or source code in hard media form or downloadable from the Licensor website, www.bitgap.com, or affiliates.

2. LICENSE GRANT.

(a) In accordance with the terms herein, Licensor grants a limited non-exclusive, non-transferable license to the Licensee to use the Product for the sole purposes of making executable electronic single or multi-user games for entertainment ("Games"). This license is granted specifically to a single individual only.

(b) Licensee may have the Games published by any publisher with no royalties. Licensee may have the games published on PC, or any Game Console System including but not limited to the Microsoft Xbox, Xbox 360, Sony Playstation 2, Playstation 3, Playstation Portable, Nintendo GameCube, Wii, DS or their successors.

3. RESTRICTIONS.

The following restrictions apply to the use of this Product:

(a) Licensee may not: (i) create any derivative works of the Product, including but not limited to translations, localizations, technology add-ons, or game making software other than Games; (ii) reverse engineer, or otherwise attempt to derive the algorithms for the Product (iii) redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Product; or (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product.

(b) Licensee may not distribute the source code to the Product in any manner, unless recipient also has a license to the Product.

4. FEES.

(a) The Commercial license fee for the Product is USD 239.95, with no royalties. Licensee does not need to have any permissions or approvals from Licensor to release, publish, sell, or otherwise exploit Games.

(b) Licensor may use Licensee's name in connection with the Games and in any customer reference list or in any press release issued by Licensor regarding the licensing of the Product.

5. TERMINATION.

Without prejudice to any other rights, Licensor may terminate this Agreement if Licensee breaches any of its terms and conditions. Upon termination, Licensee shall destroy all copies of the Product.

6. DISCLAIMER OF WARRANTY.

THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS THE RESPONSIBILITY OF LICENSEE. SHOULD THE SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, LICENSEE AND NOT LICENSOR OR ITS SUPPLIERS OR RESELLERS ASSUMES THE ENTIRE COST OF ANY SERVICE AND REPAIR. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

7. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS SUPPLIERS OR RESELLERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, LICENSORS ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES LICENSEE PAID FOR THIS LICENSE (IF ANY). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT BE APPLICABLE. LICENSOR IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF CONTENT PROVIDED BY LICENSEE OR A THIRD PARTY THAT IS INCORPORATED WITH THE SOFTWARE AND/OR ANY MATERIAL LINKED THROUGH SUCH CONTENT.

8. LICENSEES REPRESENTATIONS, WARRANTIES & INDEMNIFICATION.

Licensee shall defend, indemnify and hold harmless Licensor, its parent, subsidiaries, affiliated companies and partners and their respective officers, directors, employees and agents from and against any and all liabilities, damages, costs and fees (including reasonable attorneys fees) resulting from or relating to: (i) any third party claims or lawsuits related to the Games and assignment of intellectual property ownership hereunder; (ii) any third party claims or lawsuits related to any and all obligations Licensee has undertaken to perform hereunder; or (iii) a breach of any representations and warranties Licensee has made hereunder. Such indemnification obligation of Licensee is conditioned upon Licensor immediately notifying Licensee in a writing that sets forth with specificity the claim or action to which such indemnification obligation applies. Licensee will have the right to control the defense of each such claim and any lawsuit or proceeding arising there from. In no event will Licensee settle any such claim or lawsuit or proceeding arising there from without the prior written approval of Licensor.

9. MISCELLANEOUS.

This Agreement may be amended at anytime at the sole discretion of Bitgap Games with proper notice. This Agreement shall be governed by the laws of THE EUROPEAN UNION. Unless otherwise agreed in writing, all disputes relating to this Agreement (excepting any dispute relating to intellectual property rights) shall be subject to final and binding arbitration in Budapest, Hungary, Europe, with the losing party paying all costs of arbitration. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination. Licensee may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein. This Agreement shall be binding upon and shall inure to the benefit of the

parties, their successors and permitted assigns. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control. The relationship between Licensor and Licensee is that of independent contractors and neither Licensee nor its agents shall have any authority to bind Licensor in any way.
If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith.

10. LICENSEE OUTSIDE THE EUROPEAN UNION

If Licensee is located outside THE EUROPEAN UNION, then the provisions of this Section shall apply. Licensee is responsible for complying with any local laws in its jurisdiction which might impact its right to import, export or use the Software, and Licensee represents that it has complied with any regulations or registration procedures required by applicable law to make this license enforceable. The language of this Agreement is English.

Studio License

Bitgap Games Sahara End User License Agreement (EULA)

The use of the Bitgap Games Sahara ("Product") is governed by this license agreement ("Agreement").

These license terms are an agreement between Bitgap Games and Bitgap Games ("Licensee"). Please read them. They apply to the source code, shaders, binaries, and any other assets or works that are included with the product named above, which includes the media on which you received it, if any. These terms also apply to any updates, supplements, internet-based services, and support services for this software and its associated assets, unless other terms accompany those items. If so, those terms apply. You must read and agree to this Agreement terms BEFORE installing the Product to your hard drive or using the Product in any way. If you do not agree to the license terms, do not download, install or use the Product. Please make copies for all those in your organization who need to be familiar with the license terms.

This license allows companies of any size or government entities to create and release or sell games using executables created from the source code or otherwise making use of the Product.

BY CLICKING THE ACCEPTANCE BUTTON AND/OR INSTALLING OR USING THIS PRODUCT, THE INDIVIDUAL ACCESSING THE PRODUCT ("LICENSEE") IS CONSENTING TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT INSTALL OR USE THIS PRODUCT. IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW:

1. LICENSE AGREEMENT

This sets forth the entire agreement between Bitgap Games ("Licensor") and Bitgap Games ("Licensee") relating to the use of the Product software binaries and/or source code in hard media form or downloadable from the Licensor website, www.bitgap.com, or affiliates.

2. LICENSE GRANT.

(a) In accordance with the terms herein, Licensor grants a limited non-exclusive, non-transferable license to the Licensee to use the Product for the sole purposes of making executable electronic single or multi-user games for entertainment ("Games"). This license is granted specifically to a single company or government entity and its employees only.

(b) Licensee may have the Games published by any publisher with no royalties. Licensee may have the games published on PC, or any Game Console System including but not limited to the Microsoft Xbox, Xbox 360, Sony Playstation 2, Playstation 3, Playstation Portable, Nintendo GameCube, Wii, DS or their successors.

3. RESTRICTIONS.

The following restrictions apply to the use of this Product:

(a) Licensee may not: (i) redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Product; or (ii) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product.

(b) Licensee may not distribute the source code to the Product in any manner, unless recipient also has a license to the Product.

4. FEES.

(a) The Commercial license fee for the Product is USD 579.95, with no royalties. Licensee does not need to have any permissions or approvals from Licensor to release, publish, sell, or otherwise exploit Games.

(b) Licensor may use Licensee's name in connection with the Games and in any customer reference list or in any press release issued by Licensor regarding the licensing of the Product.

5. TERMINATION.

Without prejudice to any other rights, Licensor may terminate this Agreement if Licensee breaches any of its terms and conditions. Upon termination, Licensee shall destroy all copies of the Product.

6. DISCLAIMER OF WARRANTY.

THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS THE RESPONSIBILITY OF LICENSEE. SHOULD THE SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, LICENSEE AND NOT LICENSOR OR ITS SUPPLIERS OR RESELLERS ASSUMES THE ENTIRE COST OF ANY SERVICE AND REPAIR. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

7. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS SUPPLIERS OR RESELLERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, LICENSORS ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES

LICENSEE PAID FOR THIS LICENSE (IF ANY). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT BE APPLICABLE. LICENSOR IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF CONTENT PROVIDED BY LICENSEE OR A THIRD PARTY THAT IS INCORPORATED WITH THE SOFTWARE AND/OR ANY MATERIAL LINKED THROUGH SUCH CONTENT.

8. LICENSEES REPRESENTATIONS, WARRANTIES & INDEMNIFICATION.

Licensee shall defend, indemnify and hold harmless Licensor, its parent, subsidiaries, affiliated companies and partners and their respective officers, directors, employees and agents from and against any and all liabilities, damages, costs and fees (including reasonable attorneys fees) resulting from or relating to: (i) any third party claims or lawsuits related to the Games and assignment of intellectual property ownership hereunder; (ii) any third party claims or lawsuits related to any and all obligations Licensee has undertaken to perform hereunder; or (iii) a breach of any representations and warranties Licensee has made hereunder. Such indemnification obligation of Licensee is conditioned upon Licensor immediately notifying Licensee in a writing that sets forth with specificity the claim or action to which such indemnification obligation applies. Licensee will have the right to control the defense of each such claim and any lawsuit or proceeding arising there from. In no event will Licensee settle any such claim or lawsuit or proceeding arising there from without the prior written approval of Licensor.

9. MISCELLANEOUS.

This Agreement may be amended at anytime at the sole discretion of Bitgap Games with proper notice. This Agreement shall be governed by the laws of THE EUROPEAN UNION. Unless otherwise agreed in writing, all disputes relating to this Agreement (excepting any dispute relating to intellectual property rights) shall be subject to final and binding arbitration in Budapest, Hungary, Europe, with the losing party paying all costs of arbitration. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination. Licensee may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control. The relationship between Licensor and Licensee is that of independent contractors and neither Licensee nor its agents shall have any authority to bind Licensor in any way.
If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith.

10. LICENSEE OUTSIDE THE EUROPEAN UNION

If Licensee is located outside THE EUROPEAN UNION, then the provisions of this Section shall apply. Licensee is responsible for complying with any local laws in its jurisdiction which might impact its right to import, export or use the Software, and Licensee represents that it has complied with any regulations or registration procedures required by applicable law to make this license enforceable. The language of this Agreement is English.