

# ABOUT THE CD-ROM

## ELSEVIER CD-ROM LICENSE AGREEMENT

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY BEFORE USING THIS CD-ROM PRODUCT. This CD-ROM Product is licensed under the terms contained in this CD-ROM license agreement ("Agreement"). By using this CD-ROM Product, You, an individual or entity including employees, agents and representatives ("You" or "Your"), acknowledge that You have read this agreement, that You understand it, and that You agree to be bound by the terms and conditions of this agreement. Elsevier Inc. ("Elsevier") expressly does not agree to license this CD-ROM Product to You unless You assent to this agreement. If You do not agree with any of the following terms, You may, within thirty (30) days after Your receipt of this CD-ROM Product, return the unused CD-ROM Product and all accompanying documentation to Elsevier for a full refund.

### Limited Warranty and Limitation of Liability

Neither Elsevier nor its licensors represent or warrant that the CD-ROM Product will meet Your requirements or that its operation will be uninterrupted or error-free. We exclude and expressly disclaim all express and implied warranties not stated herein, including the implied warranties of merchantability and fitness for a particular purpose. In addition, neither Elsevier nor its licensors make any representations or warranties, either express or implied, regarding the performance of Your network or computer system when used in conjunction with the CD-ROM Product. We shall not be liable for any damage or loss of any kind arising out of or resulting from Your possession or use of the software product caused by errors or omissions, data loss or corruption, errors or omissions in the proprietary material, regardless of whether such liability is based in tort, contract or otherwise and including, but not limited to, actual, special, indirect, incidental or consequential damages. If the foregoing limitation is held to be unenforceable, our maximum liability to You shall not exceed the amount of the purchase price paid by You for the software product. The remedies available to You against us and the licensors of materials included in the software product are exclusive.

If this CD-ROM Product is defective, Elsevier will replace it at no charge if the defective CD-ROM Product is returned to Elsevier within sixty (60) days (or the greatest period allowable by applicable law) from the date of shipment.

YOU UNDERSTAND THAT, EXCEPT FOR THE 60-DAY LIMITED WARRANTY RECITED ABOVE, ELSEVIER, ITS AFFILIATES, LICENSORS, SUPPLIERS AND AGENTS, MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CD-ROM PRODUCT, INCLUDING, WITHOUT LIMITATION THE PROPRIETARY MATERIAL, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL ELSEVIER, ITS AFFILIATES, LICENSORS, SUPPLIERS OR AGENTS, BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF YOUR USE OR INABILITY TO USE THE CD-ROM PRODUCT REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE OR WHETHER SUCH DAMAGES ARE DEEMED TO RESULT FROM THE FAILURE OR INADEQUACY OF ANY EXCLUSIVE OR OTHER REMEDY.

#### **SOFTWARE LICENSE AGREEMENT**

This Software License Agreement is a legal agreement between Magic Software, Inc., a North Carolina corporation, and any person or legal entity using or accepting any Software governed by this Agreement. The Software is available on the CD-ROM in The Book, *3D Game Engine Architecture*, which is published by Morgan Kaufmann Publishers. The Software includes computer source code, the associated media, any printed materials, and any online or electronic documentation. The Software and any updates are available online from the Web site [www.wild-magic.com](http://www.wild-magic.com).

By installing, copying, or otherwise using The Software, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, you may not use The Software, and you should remove The Software from your computer. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

This Agreement shall be effective on the first day you use or accept The Software governed by this Agreement, whichever is earlier.

The parties agree as follows:

1. *Grant of License.* We grant you a nonexclusive license to use The Software subject to the terms and conditions of the Agreement:
  - (a) *Book Ownership.* You must own a copy of The Book to use The Software. Ownership of The Book by two or more people does not satisfy the intent of this constraint.
  - (b) *Transferability.* If you sell your copy of The Book to another person or legal entity, you must also transfer The Book's CD-ROM to the purchaser. You must destroy all copies of The Software on your computer(s), and you must destroy any backup copies that you have made of The Software.

- (c) *No Source Code Redistribution.* You may not redistribute any of the source code files of The Software, whether the original files or modified versions of the files. In this sense, The Software does not conform to the Open Source Definition as stated by the Open Source Initiative at the Web site [www.opensource.org](http://www.opensource.org). We encourage you to report bugs and make suggestions for improvement. In this way The Software can evolve (and has evolved) in a controlled and disciplined manner that benefits all its users.
  - (d) *Binary Distribution.* The Software may be used by you for noncommercial or commercial products. When distributed to end users, your products are a redistribution of The Software, but in a binary format obtained by compiling the source code to object code using a C++ compiler. Redistribution of The Software in binary format, either as part of an executable program or as part of a dynamic link library, is allowed subject to the following conditions: The intent of this Agreement is that any product, whether noncommercial or commercial, is not built solely to wrap The Software for the purposes of redistributing it or selling it as if it were your own product. The intent of this clause is that you use The Software, in part or in whole, to assist you in building your own original products. An example of acceptable use is to incorporate The Software in a game to be sold to an end user. An example that violates this clause is to compile a library from only The Software, bundle it with the headers files as a Software Development Kit (SDK), then sell that SDK to others.
2. *Disclaimer of Warranty.* We make no warranties at all. The Software is transferred to you on an “as is” basis. You use The Software at your own peril. You assume all risk of loss for all claims or controversies, now existing or hereafter, arising out of use of The Software. We shall have no liability based on a claim that your use or combination of The Software with products or data not supplied by us infringes any patent, copyright, or proprietary right. All other warranties, expressed or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose are hereby excluded.
  3. *Limitation of Liability.* We will have no liability for special, incidental or consequential damages even if advised of the possibility of such damages. We will not be liable for any other damages or loss in any way connected with The Software.
  4. *Entire Agreement, Amendments.* This Agreement represents the complete and exclusive statement of the Agreements between the parties relating to the licensing of The Software and maintenance of The Software and supersedes all prior Agreements and representations between them relating to such licensing. Modifications to this Agreement shall not be effective unless in writing and signed by the party against whom enforcement is sought. The terms of this Agreement shall not be amended or changed by any purchase order or acknowledgment even if we have signed such documents.

5. *North Carolina Law, Severability.* This Agreement will be governed by North Carolina law. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, it shall be deemed severable from and shall in no way affect the validity or enforceability of the remaining provisions of this Agreement.

## INSTALLING AND COMPILING THE SOURCE CODE

The Wild Magic engine is portable and runs on PCs with Microsoft Windows 2000/XP operating systems or Linux operating systems. The engine also runs on Apple computers with the Macintosh OS X operating system (version 10.2.3 or higher). OpenGL renderers are provided for all the platforms. Project files are provided for Microsoft Visual Studio .NET 2003 on Microsoft Windows. Make files are provided for Linux. Xcode project files are provided for the Macintosh.

For convenience of copying, the platforms are stored in separate directories on the root of the CD-ROM. The root of the CD-ROM contains three directories and one PDF file:

Windows  
Linux  
Macintosh  
ReleaseNotes3p0.pdf

Copy the files from the directory of your choice. The directions for installing and compiling are found in the PDF file. *Please read the release notes carefully before attempting to compile.* Various modifications must be made to your development environment and some tools must be installed in order to have full access to all the features of Wild Magic.

## UPDATES AND BUG FIXES

The Web site for version 3 of the Wild Magic engine is [www.wild-magic.com](http://www.wild-magic.com). Updates and bug fixes will be posted, and a history of changes is maintained at the site.