

# License Terms for 3D for All Ltd.'s Leonar3Do Software Development Kit

version: 1.0

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(3D for All Ltd.; HUNGARY 1074, Budapest Rákóczi str. 68.; 01-09-861936)

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## 1. DEFINITIONS

- 1.1. CUSTOMER. The entity or individual that downloads or obtain the SDK.
- 1.2. SDK. The Leonar3Do Software Development Kit and associated printed materials.
- 1.3. HARDWARE. Leonar3Do, interactive desktop virtual reality (VR) equipment for computer.
- 1.4. PLATFORM. Software environment created by LeoAPI.dll, can be used lawful only together with the HARDWARE.
- 1.5. LICENSE. License Terms for use of 3D for All Ltd.'s Leonar3Do Software Development Kit ("SDK").

## 2. GRANT OF LICENSE

- 2.1. Rights and Limitations of Grant.

3DFORALL hereby grants CUSTOMER the following non-exclusive, worldwide, non-transferable right to use the SDK.

These LICENSE terms permit download and use of one copy of the SDK, along with other rights, all as described below. For the use of SDK recommended to use a PC configuration (minimum system requirements are described in the Leonar3Do Users Guide) and on this sufficient installed and operating Leonar3Do (interactive desktop virtual reality (VR) equipment for computers) hardware („HARDWARE”).

CUSTOMER may install and use one copy of the SDK. The SDK or any part of the SDK is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SDK is not sold, and instead is only licensed for use, strictly in accordance with this document. This agreement sets forth the terms and conditions of the SDK LICENSE only.

Subject to the terms of this LICENSE, 3DFORALL grants CUSTOMER a limited, worldwide, royalty-free, non-assignable and non-exclusive LICENSE to use the SDK solely to develop

applications to run with the PLATFORM.

## 2.2. Limitations.

CUSTOMER may not work around any technical limitations in the SDK or any part of the SDK.

No Reverse Engineering. CUSTOMER may not reverse engineer, decompile or disassemble the SDK or any part of the SDK, nor attempt in any other manner to obtain the source code.

No Modification. CUSTOMER may not modify the SDK or any part of the SDK.

No Emulation. CUSTOMER may not emulate the PLATFORM or use any part of the SDK with the purpose of emulation PLATFORM or HARDWARE. CUSTOMER may not create any platform which function's name is the same with Leonar3Do's PLATFORM or emulate the PLATFORM in any other way.

CUSTOMER shall be not entitled to declare that the creator, or author of the PLATFORM or the SDK is the CUSTOMER or any other third party.

CUSTOMER shall be not entitled to use SDK for against criminal law, morality or such things which causes bad reputation for 3DFORALL.

CUSTOMER shall be not entitled to use SDK in dangerous, live saver actions, or in any other critical circumstances without written permit of 3DFORALL.

No Rental. CUSTOMER may not rent or lease the SDK or any part of the SDK to someone else.

No Support. 3DFORALL will not be responsible for providing maintenance and support to CUSTOMER or any other end users for the SDK distributed by CUSTOMER or others.

No resale. CUSTOMER may not sell SDK or any part of the SDK.

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2.3. CUSTOMER may only obtain updates or upgrades for the SDK from 3D for All Ltd. or authorized sources. For more information on obtaining updates from authorized sources see 3D for All's official website. ([www.Leonar3Do.com](http://www.Leonar3Do.com))

2.4. Considering the form and nature of the SDK CUSTOMER agrees that 3DFORALL may be changed without prior notice to CUSTOMER and future versions of the SDK may be incompatible with applications developed on previous versions of the SDK. CUSTOMER agrees that 3DFORALL may stop (permanently or temporarily) providing the SDK (or any features within the SDK) to CUSTOMER or to users generally without prior notice to CUSTOMER.

2.5. Nothing in this LICENSE gives CUSTOMER a right to use any of 3DFORALL's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

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3DFORALL agrees that it obtains no right, title or interest from CUSTOMER (or CUSTOMER's licensors) under this LICENSE in or to any software applications that CUSTOMER develops using the SDK, including any intellectual property rights that subsist in those applications.

CUSTOMER agree to use the SDK and write applications only for purposes that are permitted by (a) this LICENSE and (b) any applicable law.

CUSTOMER agrees that if CUSTOMER uses the SDK to develop applications for general public users, CUSTOMER will protect the privacy and legal rights of those users. If the users provide CUSTOMER with user names, passwords, or other login information or personal information, CUSTOMER must make the users aware that the information will be available to CUSTOMER's application, and CUSTOMER must provide legally adequate privacy notice and protection for those users. If CUSTOMER's application stores personal or sensitive information provided by users, it must do so securely.

CUSTOMER agree that CUSTOMER will not engage in any activity with the SDK, including the development or distribution of an application, that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any third party including, but not limited to 3DFORALL.

CUSTOMER agrees that CUSTOMER are solely responsible for (and that 3DFORALL has no responsibility to CUSTOMER or to any third party for) any data, content, or resources that CUSTOMER create, transmit or display through the PLATFORM and/or applications for the PLATFORM, and for the consequences of CUSTOMER's actions (including any loss or damage which 3DFORALL may suffer) by doing so.

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CUSTOMER agrees that CUSTOMER are responsible for maintaining the confidentiality of any developer credentials that may be issued to CUSTOMER by 3DFORALL or which CUSTOMER may choose himself/herself and that CUSTOMER will be solely responsible for all applications that are developed under CUSTOMER's developer credentials.

#### 4. Third Party Applications for the HARDWARE Platform

If CUSTOMER uses the SDK to run applications developed by a third party or that access data, content or resources provided by a third party, CUSTOMER agrees that 3DFORALL is not responsible for those applications, data, content, or resources. CUSTOMER understand that all data, content or resources which CUSTOMER may access through such third party applications are the sole responsibility of the person from which they originated and that 3DFORALL is not liable for any loss or damage that CUSTOMER may experience as a result of the use or access of any of those third party applications, data, content, or resources.

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CUSTOMER acknowledges that CUSTOMER uses of such third party applications, data, content, or resources may be subject to separate terms between CUSTOMER and the relevant third party. In that

case, this LICENSE does not affect CUSTOMER's legal relationship with these third parties.

## 5. Using LeoAPI.dll (APIs)

### 5.1. 3DFORALL Data APIs

5.1.1.If CUSTOMER uses any API to retrieve data from 3DFORALL, CUSTOMER acknowledges that the data may be protected by intellectual property rights which are owned by 3DFORALL or those parties that provide the data (or by other persons or companies on their behalf). CUSTOMER's use of any such API may be subject to additional Terms of Service. CUSTOMER may not modify, rent, lease, loan, sell, distribute or create derivative works based on this data (either in whole or in part) unless allowed by the relevant Terms of Service.

5.1.2.If CUSTOMER use any API to retrieve a user's data from 3DFORALL, CUSTOMER acknowledge and agree that CUSTOMER shall retrieve data only with the user's explicit consent and only when, and for the limited purposes for which, the user has given CUSTOMER permission to do so.

## 6. TERMINATION, CONSEQUENCES OF TERMINATION CAUSED BY CUSTOMER

This LICENSE will automatically terminate if CUSTOMER fails to comply with any of the terms and conditions hereof. In such event, CUSTOMER must destroy all copies of the SDK and all of its component parts.

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Third party programs. CUSTOMER acknowledges that the SDK may contain third party programs. CUSTOMER agrees to use such third party programs in line with the license terms, rights and provisions relating to the third party programs. These obligations are listed in the documentation of the third party programs.

## 8. APPLICABLE LAW, JURISDICTION

This Terms of License (and the agreement between 3DFORALL and the CUSTOMER) including the

validity, construction, interpretation and performance thereof shall be governed entirely by the laws of Hungary.

Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the Hungarian Chamber of Commerce and Industry as at present in force. The number of Arbitrators shall be three (3). The place of arbitration shall be in Budapest, Hungary. The language to be used in the arbitration proceedings shall be English.

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The location of the further publication is the actual official company website ([www.Leonar3Do.com](http://www.Leonar3Do.com))