

## **Act3D B.V. End User Software License Agreement for Lumion Demo Version**

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING LUMION. IT PROVIDES A LICENSE TO USE LUMION AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY INSTALLING AND USING LUMION, YOU ARE CONFIRMING ACCEPTANCE OF LUMION AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WISH TO DO SO, DO NOT COMPLETE THE INSTALLATION PROCESS.**

### **Definitions**

1. "LUMION" in this document is the demonstration version of the Lumion program supplied by Act3D B.V. herewith, and any and all updates thereto.
2. "Lumion Project" means an output file generated by you using Lumion. Examples of Lumion Projects include animations, presentations, demonstration files, interactive multimedia material, interactive entertainment products and the like.

### **Term and termination**

1. This license shall be effective for an indefinite period from the date of installation.
2. Act3D maintains ownership of the hardware key that is associated with this license.

### **License**

This license allows you to:

1. Install and use LUMION on multiple computers and make copies of LUMION in machine-readable form for backup purposes, provided the number of concurrent users does not exceed the number of LUMION licenses purchased. You must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of LUMION.
2. Install LUMION on a storage device, such as a network server.
3. Make copies of a "LUMION Project" for non-commercial purposes and distribute those copies for use by yourself or personnel employed by you, or any other non-commercial party.

### **License Restrictions**

Other than as set forth under "Grant of License", you may not make or distribute copies of Lumion, or electronically transfer Lumion from one computer to another or over a network. You may not rent, lease or sub-license Lumion. You may not modify Lumion or create derivative works based upon Lumion.

You may not sell any "Lumion Project" to any party nor may it be used for commercial purposes.

### **Hardware requirements**

LUMION runs on a Windows operating system and needs internet access over HTTP to the license server of Act-3D B.V. You shall be responsible for selecting the right resources required and for ensuring that these are available in full and in a timely manner.

Act-3D B.V. shall under no circumstances be liable for losses or costs arising as a result of transmission errors, breakdowns or the non-availability of any hardware facilities. To see the hardware requirements please use the following link. <http://lumion3d.com/specs>

### **Privacy**

By accepting these conditions, you accept that your information may be used by a regional partner of Lumion or Act-3D to make contact with you with the aim of asking your opinions about your experience with the Lumion product.

By installing this copy of LUMION you accept that LUMION sends information such as computer name and hardware specifications to Act3D B.V. servers with the purpose of verifying the usage of your Lumion license.

By installing this copy of LUMION you accept that LUMION sends test results and hardware specifications to Act3D B.V. servers with the purpose to further improve future developments of LUMION. This information will be used to create estimates of performance of different hardware and to improve hardware compatibility.

LUMION uses a floating license system and licenses are activated/de-activated on the Act-3D license servers. In order to maintain the activation status of LUMION licenses (active or inactive), Act-3D stores activation/de-activation data in a database. Act-3D also reserves the right to use this data for analytical purposes, such as usage statistics. This data is also available to authorized Act-3D sales partners.

### **Ownership**

The foregoing license limits your rights to use LUMION only for the intended use.

Although you own the media on which Lumion is recorded, you do not become the owner of, and Act3D retains title to, Lumion, the Lumion Viewer, and all copies thereof. All intellectual property rights to the software shall remain exclusively vested in Act-3D B.V., its licensors or its own suppliers. You shall only require those rights of use that are explicitly granted in this license agreement and by law. Any rights of use granted to you shall be non-exclusive, non-transferable to third parties and non-sublicensable. You shall not be permitted to remove or amend any details in relation to the confidential

nature or in relation to copyrights, brand names, trade names or any other intellectual property right from the software.

## **Support**

Technical support options can be found on our support page <http://lumion3d.com/support>.

## **Limited Warranties**

Act3D B.V. warrants that, for a period of ninety (90) days from the date of delivery (as evidenced by a copy of your receipt), when used with a recommended hardware configuration, LUMION will perform in substantial conformance with the documentation supplied with when used with a recommended hardware configuration, LUMION will perform in substantial conformance with the documentation supplied with LUMION the product specifications supplied on the LUMION product website (<http://www.lumion3d.com/specs>) Except as set forth in the foregoing limited warranty, Act3D B.V. disclaims all other warranties or conditions, either express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose and non-infringement. If applicable law implies any warranties with respect to LUMION, all such warranties are limited in duration to ninety (90) days from the date of delivery. No oral or written information or advice given by Act3D B.V., its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty. You will responsible for the use of LUMION and the manner in which the results obtained through the use of the software are used, Act-3D B.V. shall not be responsible for checking the accuracy and completeness of LUMION and the data generated through the use of the service.

Act-3D B.V. shall have no responsibility if LUMION has been altered in any way, if the media has been damaged by accident, abuse or misapplication, or if the failure arises out of use of LUMION with other than a recommended hardware configuration.

## **Limitations of Damages**

The total liability of Act-3D B.V. due to an attributable failure to perform this license agreement or due to any other reason, explicitly including any failure to comply with a guarantee obligation agreed with you, shall be limited to compensation of the direct damages or loss not exceeding the sum of 250 U.S. dollars.

The liability of Act-3D B.V. for indirect damages or loss, resulting loss, loss of profit, loss of savings, reduced goodwill, loss due to business interruption, loss as a result of claims from your customers, shall be excluded. The liability of Act-3D B.V. due to the scrambling, destruction or loss of data or documents shall also be excluded.

3. The liability of Act-3D B.V. for loss as a result of death, physical injury or due to material damage to items shall under no circumstances exceed € 1.250.000,--.

## **Basis of Bargain**

The limited warranty, exclusive remedies and limited liability set forth above are fundamental

elements of the basis of the agreement between Act3D B.V. and you. Act3D B.V. would not be able to provide Lumion on an economic basis without such limitations.

### **General**

This Agreement shall be governed by Dutch law. The applicability of the Convention on Contracts for the International Sale of Goods 1980 is excluded. Any disputes that may arise on the basis of this license agreement, shall be settled by the District Court of The Hague, the Netherlands. This Agreement contains the complete agreement between the parties with

respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or

understandings, whether oral or written. All questions concerning this Agreement shall be directed to: Act3D B.V., Veerpolder 2a, 2361KV , Warmond, The Netherlands.

### **Software from third party suppliers**

Act-3D B.V. provides you with software from third parties. The (license) terms imposed by such third parties in relation to the software shall supply, notwithstanding any varying provisions in this license agreement. By installing, copying or using LUMION you agree to be bound to the hereunder mentioned terms imposed by those third parties.

#### **==FFmpeg==**

LUMION utilises the FFmpeg video application (Copyright (c) 20002008 Fabrice Bellard, et al.) for part of the output process.

FFmpeg is a free software licensed under the GNU Lesser General Public License LGPLv2.1 (see: <http://www.gnu.org/licenses/oldlicenses/lgpl2.1.html> for more details)

FFmpeg is a trademark of Fabrice Bellard, originator of the FFmpeg project.

The source code of FFmpeg and compile information, as used in LUMION, is included in the installation under /Src/FFmpeg

#### **==Autodesk® RealDWG==**

LUMION includes Autodesk® RealDWG by Autodesk, Inc., Copyright © 19982012 Autodesk, Inc. All rights reserved.

#### **==FMOD Sound System==**

LUMION includes the FMOD Sound System, copyright © Firelight Technologies Pty, Ltd., 19942013.

#### **==Content Copyright==**

Certain content in the Model Library of Lumion with third party copyrighted or trademarked images, logos, brand names, etc., may require additional licensing, rights, permissions,

releases, or clearance for noneditorial use. It is the sole responsibility of you to determine, before using any content in the Model Library, whether additional licensing, rights, permissions, releases, or clearance are necessary for the intended use of content in the Model Library of Lumion.

#### ==CGTextures==

One or more textures on 3D models in the Model Library in Lumion have been created with images from CGTextures.com. These images may not be redistributed by default. Please visit [www.cgtextures.com](http://www.cgtextures.com) for more information.

#### ==Other Textures==

One or more textures on 3D models in the Model Library in Lumion have been created with images from <http://goodtextures.deviantart.com/>

Simon Murray

(<http://goodtextures.deviantart.com/art/WhiteMarbleTexture01150143876>)

#### ==Fonts==

The following fonts which are embedded in Lumion are licensed under the SIL Open Font License, version 1.1: Abril, Dosis, Great Vibes, IM Fell, League Gothic, Libre Baskerville, Lobster and Playfair.

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