

Russian3DScanner ZWrap End User License Agreement

This End User License Agreement (“Agreement”) is a legal agreement between you (either an individual or a single entity) (collectively “You”) and Russian3DScanner LLC (“R3DS”), a company registered at Lomonosova 114/12-8, Voronezh, Russia 394087, for ZWrap software product.

BY DOWNLOADING AND/OR USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT USE THE SOFTWARE.

1. DEFINITIONS

“ZBrush” means ZBrush® software produced by Pixologic™, Inc., Television Center - Building 10 6410 Santa Monica Blvd - Los Angeles CA 90038 – USA.

“Software” means the R3DS proprietary software product ZWrap that is designed to be used as a plugin to ZBrush, licensed to you under this Agreement. The term “Software” shall also include any documentation, upgrades, modified versions, updates, additions, and copies of the Software licensed to you by R3DS, if any.

"License" shall mean the limited right to use the Software as detailed in this Agreement.

"User" means an individual person who is authorized by R3DS to use the Software.

"Legal Entity" means any company, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, proprietorship, joint venture or other form of business organization, and includes, without limitation, any government, non-for-profit, educational or academic institution, including but not limited to any primary or secondary school, vocational school, college or university.

"Revenue" means annual gross revenue, both operating and non-operating, or raised and/or granted funds, as accounted by the Legal Entity during the prior fiscal year. Revenue are defined in USD or an equivalent amount in another currency.

"Subscription License" means a License to use the Software on a subscription basis granted to either as an individual User, or a Legal Entity. Subscription License is available under yearly subscription program which allows You to access the latest available releases of the Software as long as your subscription period is active. If a licensee has purchased a Subscription License, the License shall be limited to a subscription period after which it shall automatically expire.

“Trial License” means a License granted to the User for a limited duration of thirty (30) days, to enable the User to evaluate the Software and to determine whether to purchase the non-trial version of the Software. Use of a Trial License for commercial, professional or for-profit purposes is forbidden.

“Indie License” means a Subscription License to use the Software granted to either an individual user or a Legal Entity with Revenue not exceeding USD 100,000 during the prior fiscal year.

“Professional License” means a Subscription License to use the Software granted to an individual user or a Legal Entity with Revenue above USD 100,000. Any contractor working on behalf of the User or Legal Entity shall subscribe to a Professional License, notwithstanding the contractor's own revenue.

“Student License” means a License to use the Software granted to (a) a User who must be a student or teacher enrolled with an accredited educational institution, (b) and not an educational, academic, non-profit Legal Entity. A Student License should be used exclusively for learning, and cannot be used for any commercial use. The Student License can be used to create a portfolio or any work created by the user during his studies or for contests. An evidence by his/her Student ID which shall be sent to R3DS at the time the request for a Student License is made. A Student License is valid for one (1) year.

2. LICENSE

R3DS grants to you a nonexclusive License to use the Software only in accordance with the terms and conditions set forth herein. The terms used in this Agreement, have the meaning ascribed to them in this Section 1 or elsewhere in this Agreement.

3. RIGHTS AND RESTRICTIONS

You agree not to transfer, assign, rent, lease, sublicense, or lend the Software to any other person or entity, except as expressly provided herein. You may not distribute or otherwise make the Software available to any third party. The source code of the Software shall not be made available to you. R3DS reserves the right to increase the license fee for Subscription License from time to time.

4. SOFTWARE LICENSE TERMS

4.1. LICENSE VARIANTS

R3DS offers the following license types: Trial License, Indie License, Professional License, Student License. The terms and conditions applicable to each license type are set out in Section 1 of this Agreement.

4.2. USING ON TWO COMPUTERS

A License may be installed on two (2) different computers by a User, provided that these computers belong to the User and that the User shall not be allowed to use both copies simultaneously.

4.3. USING PREVIOUS VERSIONS

Previous versions of the Software may be used upon request to R3DS. Contact R3DS at info@russian3dscanner.com for more information.

5. WARRANTY AND LIMITATION OF LIABILITY

You expressly acknowledge and agree that use of the Software is at your sole risk. The software and related documentation are provided "AS IS", without warranty of any kind. R3DS does not, either expressed, implied or statutory, make any warranties, claims or representations with respect to the Software, including, without limitation, warranties of quality, performance, noninfringement, merchantability or fitness for use or a particular purpose, unless explicitly stated otherwise in this agreement. R3DS further does not represent or warrant that the Software will always function uninterrupted or error-free. No oral or written information or advice given by R3DS or by any of its representatives, agents shall create a warranty. R3DS shall not be liable for any damages (including direct, indirect, incidental, consequential and special damages) whether suffered by you, even if R3DS was advised of the possibility of such damages.

6. COPYRIGHT

The Software is owned by Russian3DScanner, LLC., and its structure, organization, and code are valuable trade secrets of Russian3DScanner. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or modify the functionality of the Software.