

Single User License V1.0.7.txt

LIBRARY END USER LICENSE AGREEMENT

SINGLE USER AGREEMENT. Version 1.0.7

THIS IS A CONTRACT BETWEEN YOU AND VIRTUAL INTERCONNECT LTD.

The "Library Software" referred to in this Agreement is the "Specialist Vehicle LIBRARY (Metric) V1.0.6"

This package contains software (Library Software) and related explanatory written materials (Documentation).

BY INSTALLING AND USING THIS Library SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

If you do not agree with the terms and conditions of this Agreement, DO NOT continue with the install process and return this software to reseller where you obtained it.

1. DEFINITION OF LIBRARY SOFTWARE

1.1) Electrical Symbols: The Library software consists of electrical schematic symbols. They are intended for use with PTC's Routed Systems Designer, Version 7, Build M020.

1.2) 3D Models: The Library software consists of 3d component models. They are intended for use with WILDFIRE 3 / Creo/Parametric.

GRANT OF LICENSE

VIRTUAL INTERCONNECT LTD grants to you a non-exclusive, non-transferable license to use this Library Software and Documentation, on full receipt of monies payable and provided that you agree the following:

2. USE OF LIBRARY SOFTWARE.

You may:

2.1) Install the Library Software on a single primary "business" computer under your control, permanently located within your normal business premises in a single location on a hard disk or other storage device for internal business purposes.

2.2) Make one backup copy of the Software, provided your backup copy is not installed or used on any computer.

2.3) Install the Library Software on a secondary "home or portable" computer for personal or in transit use. However, the Library Software may not be used on the secondary computer by another person at the same time the Library Software on the primary computer is being used.

You may NOT:

2.4) Transfer the Library Software to any other computer, system or network, with the exception of the conditions as stated in clauses 1.1, 1.2 and 1.3

inclusive.

2.5) Use the Library Software to provide training or any other service including but not limited to data processing or bureau services to anyone else. This Library Software is for internal business purposes only.

3. THIRD PARTY SOFTWARE.

This Library Software is designed to work in conjunction with PTC's Routed Systems Designer (RSD) Software Version 7.0 and with no other Software package.

This Licence Agreement does not express or imply, whatsoever, any Rights or Warranties with respect to the RSD Licence or product.

You must ensure you have purchased a fully licensed copy of the RSD Software from PTC to enable this Library Software to run.

No Rights or warranties, whatsoever, regarding the RSD Software are expressed or implied by this Agreement.

4. COPYRIGHT.

4.1 IPR: The Library Software is the intellectual property of VIRTUAL INTERCONNECT LTD and is protected by United Kingdom copyright law, international treaty provisions, and the applicable laws of the country in which it is being used.

WARNING: This Licence Agreement does not grant, expressed or implied, you any rights, whatsoever, to the intellectual property rights in this Library Software.

4.2 Copying: The structure, organisation and code of the Software are the valuable trade secrets and confidential information of VIRTUAL INTERCONNECT LTD. Therefore, you must treat the Library Software just as you would any other copyrighted material such as a book. In other words, you may not copy the Library Software or the Documentation except as set forth in the section 1 of this License Agreement. Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices which appear on or in the Library Software.

4.3 Distribution: You agree not to loan, distribute, rent, assign, sub-license, transfer or otherwise provide (whether electronically or otherwise) the Library Software or any copy or part of it to anyone else (including, to avoid doubt, any parent or subsidiary company) or make the Library Software available for use by others in any time sharing, service bureau or similar arrangement or otherwise.

4.3 Modification: You agree not to modify, adapt, translate, reverse engineer, de-compile, disassemble, decode in any way, the Library Software or any copy or part of it in order to derive the source code, save only as is permitted by any applicable law.

4.4 Trade Marks: Registered trademark shall be used in accordance with accepted trademark practice, including identification of trademark owner's name. Trademarks can only be used to identify printed output produced by the Software. The use of any trademark as herein authorised does not give you any rights of ownership in that trademark.

5. WARRANTIES.

5.1 Warranty Period: Virtual Interconnect Ltd. warrants to you that this Library Software will perform substantially in accordance with the Documentation for a period of 90 days following the receipt of the Library Software.

5.2 Warranty Claim: To make a warranty claim, you must return the Library Software to the location where you obtained it along with a copy of the sales receipt within a thirty day period.

5.3 Remedy: If the Library Software does not perform substantially in accordance with the Documentation, the entire and exclusive liability of the Virtual Interconnect Ltd and its distributors, and your exclusive remedy shall be limited to either, at Virtual Interconnect Ltd.'s option, the replacement of the Library Software or the refund of the license fee paid by you for the Library Software.

5.4 Performance: Virtual Interconnect Ltd. and its distributors do not and cannot warrant the performance or results you may obtain by using this Library Software or Documentation.

5.4.1 Library Models: While every effort has been taken to ensure the dimensional accuracy of the 3D Library models when initially generated, using the manufacturers' published data and the measurement of physical models available at that time, Virtual Interconnect will not warrant the performance or results you may obtain by using these Library models.

For the avoidance of doubt, Virtual Interconnect does NOT and will NOT accept any liability whatsoever, under any circumstances, for results obtained from using these 3D Library models and strenuously suggests that the models should be checked against the latest manufacturers' published information before use.

5.4.2 Databases: While every effort has been taken to ensure the accuracy of the information contained within the Library electrical symbol databases, using the manufacturers' published data available at that time, Virtual Interconnect will not warrant the performance or results you may obtain by using these Library symbol databases.

For the avoidance of doubt, Virtual Interconnect does NOT and will NOT accept any liability whatsoever, under any circumstances, for results obtained from using the information contained within these Library electrical symbol databases and strenuously suggests that the database content should be checked against the latest manufacturers' published information before use.

5.5 Limitations: Except for the foregoing limited warranty, Virtual Interconnect Ltd. and its distributors make no warranties or conditions, expressed or implied as

Single User License V1.0.7.txt

to non-infringement of third party rights, merchantability, suitable quality or fitness for any particular purpose.

5.5 Damages: In no event will Virtual Interconnect Ltd., or its distributors be liable to you for any consequential, incidental or special damages, including lost profits or lost savings, even if a Virtual Interconnect Ltd. representative has been advised of the possibility of such damages, or for any claim by any third party.

6. JURISDICTION.

This Agreement will be governed by the laws of Scotland, the United Kingdom and Europe.

7. RECOGNITION OF TRADEMARKS

Routed Systems Designer, Pro/ENGINEER and Pro/CABLING are hereby recognised as trade marks of PTC, Needham, Boston, USA

If you have any questions regarding this Agreement or if you wish to request any information from Virtual Interconnect Ltd, please contact us at

Virtual Interconnect Ltd.
The Hub, Pacific Quay
Glasgow
G51 1DZ
SCOTLAND
United Kingdom