

## License Agreement for the Wild Magic (Version 2) Software Library

THIS WILD MAGIC (VERSION 2) SOFTWARE LICENSE AGREEMENT (“Agreement”) is made by and between Magic Software, Inc. (“We/Us/Our”), a North Carolina corporation, having its principal place of business at 6006 Meadow Run Court, Chapel Hill, North Carolina 27516 and any person or legal entity using or accepting any software governed by this Agreement (“You/Your”). This Agreement shall be effective on the first day you use or accept software (“The Software”) governed by this Agreement, whichever is earlier.

THE PARTIES AGREE as follows:

1. **Grant.** We grant you a nonexclusive, nontransferable, and perpetual license to use The Software subject to the terms and conditions of the Agreement:
  - (a) There is no charge to you for this license.
  - (b) The Software may be used by you for noncommercial products.
  - (c) The Software may be used by you for commercial products provided that such products are not intended to wrap The Software solely for the purposes of 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 graphics portion of 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. If there is any doubt about whether you can use The Software for a commercial product, contact us and explain what portions you intend to use. We will consider creating a separate legal document that grants you permission to use those portions of The Software in your commercial product.
2. **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.
3. **Warranties.** 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.
4. **Taxes and Duties.** You shall pay or reimburse us for federal, state, provincial, local or other tariffs, duties and taxes not based on our net income, including all taxes, tariffs, duties, or amounts levied in lieu thereof, based on charges payable under this Agreement or based on The Software, its use or any services performed hereunder, whether such tariffs, duties or taxes are now or hereafter imposed under the authority of any federal, state, provincial, local or other jurisdiction.
5. **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.
6. **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.
7. **Force Majeure.** It is herein agreed that neither party to this Agreement shall be liable for delays for failures in performance resulting from acts beyond the control of such party. Such acts include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, power failures, earthquakes or other disasters.