



EDUCATIONAL SUBMISSION FORM



Individual Educational Purchase Application

Thank you for your interest in obtaining 3d-io plugins for your study or academic research.

Usage & Limitations

3d-io GmbH offers the software plugins to students, educational staff, teachers, colleges and faculty for use on their institution or personal computers. There is no software limitation in the EDU version for the time being a student, save the exclusion of using it for commercial purposes or projects.

A license for students is 2 years valid. After that time, a renewal can be inquired, if student is still attending the educational institutions.

Pricing

3d-io offers all plugins as full versions for educational purposes with 75% Discount. Special pricing is available to students, faculty and staff meeting the minimum academic status requirements listed below.

Parents and close relatives can purchase for students as long as education verification is provided by the student.

Upgrading

3d-io GmbH educational licenses are anytime upgradeable to commercial versions. This will be stated on the company license agreement. For students purchases are limited to only one copy.



Requirements for Qualified Individuals

Qualified individuals can order 3d-io Software from in our online-shop or they can contact us for volume and site licenses at edu@3d-plugin.com



Qualified individuals include:

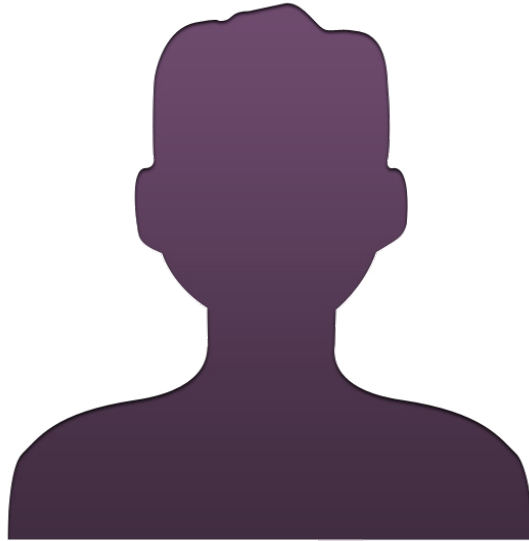
University and college students - students enrolled at a higher education institution defined as an accredited public or private university or college (including community, junior, or vocational college) that grants degrees requiring not less than the equivalent of two years of full-time study.



Faculty and staff - teachers and staff employed by an accredited primary or secondary school or public or private university or college.



Universities and Colleges - public or private university or college can acquire floating licenses to support classrooms or whole buildings in their LAN structure with 3d-io license-manager (either internet or hardware dongle protected).



Student

Proof of Eligibility for Students

If you are a student, you must use an email address provided by the educational institution, using the same domain name, when ordering 3d-io educational software.

Additionally, you need a reference from a person who is a teacher, faculty, or staff at your institution and who can confirm your current enrollment at your institution. Your reference must have an email address provided by the educational institution, and your reference's name and email address must appear on an official web page of the educational institution.

Finally, you must have a valid student photo ID issued by the educational institution. If you do not have a student photo ID, you need to use another official photo ID together with a non-photo student ID, transcript, report card, or another proof of enrollment.

Reminder! Don't forget to supplement:



Signed 3d-io EULA & Inquiry Form (page 9)



Your valid student ID card



Reference Form



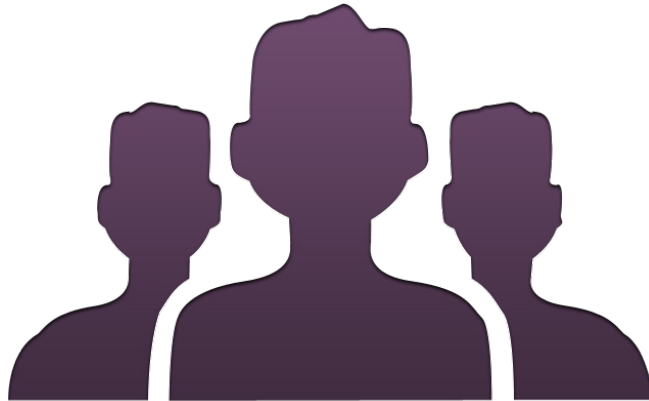
Teacher, Faculty and Staff

Proof of Eligibility for Teachers, Faculty, and Staff

If you are a teacher, faculty, or staff, you must use an email address provided by the educational institution, using the same domain name, when ordering 3d-io Educational Software.

Additionally, your name and email address must appear on an official web page of your educational institution.

Finally, you must have a valid photo ID issued by the educational institution. If you do not have such a photo ID, you need to use another photo ID together with a non-photo ID issued by the educational institution or a paycheck stub as proof of your affiliation.



Classroom & Site License Information

Classroom and Site Licenses

Due to 3d-io licensing server, any educational institution has the ability install on a central server unit a license manager which is able to share the licenses to a certain number of workstations or in case of site license, to a whole clusters of computers.

Qualified Educational Institutions

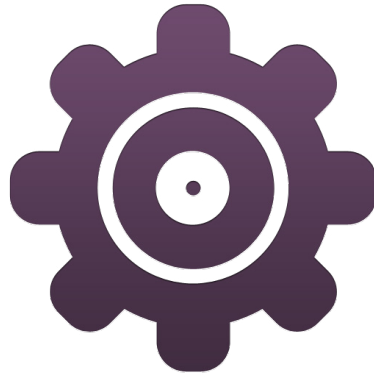
Qualified educational institutions can order multiple licenses or floating license hardware. For 10-license package of any of our software applications we offer additionally 10% Discount.

Qualified institutions include:

Accredited public or private secondary or higher education school providing full-time instruction.

Nonqualified institutions include non-accredited schools, museums, hospitals that are not wholly owned and operated by an educational institution, religious organizations that are not accredited schools, libraries, training centers, online-courses, online video-tutorial schools or schools granting certificates for courses that are not accredited schools that grant degrees requiring not less than the equivalent of two years of full-time study, and military schools that do not grant academic degrees.

If you would like to order bundled licenses of 3d-io Software with educational discount, please contact us at edu@3d-plugin.com.



Support & upgrades

Support & upgrades

Technical support: Full commercial technical support for students, faculty, staff, and government employees purchasing an educational product for personal, non-commercial use is not available from 3d-io GmbH. Basic installation and registration support can be obtained from 3d-io GmbH customer service through the contact information provided on homepage. Technical support should be obtained from the institution or organization through which your educational purchase was qualified, when available. 3d-io GmbH offers other programs for technical support with established fees and programs. These fee-based programs are available to students, faculty, and staff of educational facilities if needed. Please contact 3d-io GmbH sales at +49 611 582 96 02 or email edu@3d-plugin.com for more information and current offerings.

Educational product upgrades: 3d-io GmbH educational licenses may be upgraded to newly released versions and/or current versions as soon as they are made available through the 3d-io GmbH educational product program. To verify availability and pricing contact 3d-io GmbH. An educational product upgrade should only be purchased to upgrade an existing, registered 3d-io GmbH educational license by the original license holder only.

Commercial upgrade program: 3d-io GmbH also offers a commercial upgrade program for single user educational license holders that were not purchased directly by an educational or government institution (i.e students, faculty, and staff). This program allows an educational license user to upgrade their license from “limited, educational use only” to an “unlimited, commercial software license”. This is intended to accommodate those students, faculty, and staff who would like to move from educational use of our products into commercial production for profit, without re-purchasing our product. The program can also update your product to the most current version, as well as provide the commercial license necessary to begin production for profit. Please contact 3d-io games & video production GmbH Sales at +49 611 582 96 02 or email edu@3d-plugin.com for more information and current program pricing.

END-USER LICENSE AGREEMENT (EULA)

By downloading any Software from 3d-io GmbH (here after referered to as „3D-IO“), installing or using this Software or any portion thereof („Software“), you agree to the following terms and conditions (the „Terms and Conditions“).

1. USE OF SOFTWARE

1a) 3D-IO grants you the non-exclusive, non-transferable, limited right and license to install and use this Software solely and exclusively for your educational and non-commerical use.

1b) A educational license allows you to use one copy of the software on a single computer at a time for educational purposes only and does not allow commercial use of this software license. To “use” the 3d-io Software means that the software is either loaded in the temporary memory (i.e., RAM) of a computer, or installed on the permanent memory of a computer (i.e., hard disk, CD ROM, etc.).

1c) An educational volume license allows you to use the delivered license key and/or hardware dongle on a single computer or server in the local network (LAN) at a time for educational purposes.

- It does not allow you to install the volume license or hardware dongle on a wide area network.

- It does not allow commercial use of this software license.

To “use” the 3d-io Software means that the software is either loaded in the temporary memory (i.e., RAM) of a computer, or installed on the permanent memory of a computer (i.e., hard disk, CD ROM, etc.).

1d) You may not use the Software in any manner that could damage, disable, overburden, or impair the Software (or servers or networks connected to the Software), nor may you use the Software in any manner that could interfere with any other party’s use and enjoyment of the Software (or servers or networks connected to the Software).

1e) You agree that you are solely responsible for (and that 3D-IO has no responsibility to you or to any third party for) your use of the Software, any breach of your obligations under the Terms and Conditions, and for the consequences (including any loss or damage which 3D-IO may suffer) of any such breach.

2. PROPRIETARY RIGHTS

The 3d-io Software is protected by copyright law.

The 3d-io name is a trademark of 3d-io games & video production GmbH and protected by copyright law (Markenrecht Deutschland).

You acknowledge that

1) the Software contains proprietary and confidential information that is protected by applicable intellectual property and other laws,
and

2) 3D-IO and/or third parties own all right, title and interest in and to the Software and content, excluding content provided by you, that may be presented or accessed through the Software, including without limitation all Intellectual Property Rights therein and thereto.

„Intellectual Property Rights“ means any and all rights existing under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all Softwares, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. You agree that you will not, and will not allow any third party to:

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- You may not reverse engineer, disassemble or decompile, or attempt to reverse engineer or derive source code from, all or any portion of the 3D-IO Software, or from any information accessible through the 3D-IO Software (including, without limitation, data packets transmitted to and from 3D-IO servers over the Internet), or anything incorporated therein, or analyze, decipher, „sniff“ or derive code (or attempt to do any of the foregoing) from any packet stream transmitted to or from 3D-IO Servers, whether encrypted or not, or permit any third party to do any of the same, and you hereby expressly waive any legal rights you may have to do so. If the 3d-io Software and/or the 3D-IO Server contains license management technology, you may not circumvent or disable that technology.

- take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management functionality) contained in the Software

- use the Software to access, copy, transfer, transcode or retransmit content in violation of any law or third party rights

- remove, obscure, or alter 3D-IO's or any third party's copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Software.

3. 3D-IO TERMS OF SERVICE AND PRIVACY POLICY

3a) 3D-IO's Privacy Policy (located at <http://3d-io.com/impressum>) explains how 3D-IO treats your information and protects your privacy when you use the Software. You agree to the use of your data in accordance with 3D-IO's privacy policies.

3b) The Software may contain features that are used in conjunction with other 3D-IO Software and other services. Accordingly, your use of such features of the Software is also governed by 3D-IO's Terms of Service located at <http://3d-io.com/impressum>, as well as any applicable 3D-IO Service-specific Terms of Service and Privacy Policy, which may be updated from time to time and without notice.

4. TERMINATION

These Terms and Conditions will continue to apply until terminated by either you or 3D-IO as set forth below. You may terminate these Terms and Conditions at any time by permanently deleting the Software from your computer or server in its entirety. Your rights automatically and immediately terminate without notice from 3D-IO or any Third Party if you fail to comply with any provision of these Terms and Conditions. In such event, you must immediately delete the Software.

5. INDEMNITY

To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless 3D-IO, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from your use of the Software, including your downloading, installation, or use of the Software, or your violation of these Terms and Conditions.

8. DISCLAIMER OF WARRANTIES

8a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SOFTWARE IS AT YOUR SOLE DISCRETION AND RISK AND THAT THE SOFTWARE IS PROVIDED AS IS AND AS AVAILABLE WITHOUT WARRANTY OF ANY KIND.

8b) YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER, SERVER OR OPERATING SYSTEM, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

8c) 3D-IO FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE SOFTWARE.

8d) THE SOFTWARE IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, EMERGENCY COMMUNICATIONS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER ACTIVITIES IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

9. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT 3D-IO, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS ARE NOT LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU THROUGH YOUR USE OF THE SOFTWARE, INCLUDING ANY LOSS OF DATA OR DAMAGE TO YOUR COMPUTER DEVICE, WHETHER OR NOT 3D-IO OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

10. MISCELLANEOUS

10a) These Terms and Conditions constitute the entire Agreement between you and 3D-IO relating to the Software and govern your use of the Software, and completely replace any prior or contemporaneous agreements between you and 3D-IO regarding the Software.

10b) The failure of 3D-IO to exercise or enforce any right or provision of these Terms and Conditions does not constitute a waiver of such right or provision, which will still be available to 3D-IO.

10c) If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms and Conditions is invalid, then that provision will be removed from the Terms and Conditions without affecting the rest of the Terms and Conditions. The remaining provisions of these Terms and Conditions will continue to be valid and enforceable.

10d) The rights granted in these Terms and Conditions may not be assigned or transferred by either you or 3D-IO without the prior written approval of the other party. Neither you nor 3D-IO are permitted to delegate their responsibilities or obligations under these Terms and Conditions without the prior written approval of the other party.

10e) These Terms and Conditions and your relationship with 3D-IO under these Terms and Conditions will be governed by the laws of Wiesbaden (Germany) without regard to its conflict of laws provisions. You and 3D-IO agree to submit to the exclusive jurisdiction of the courts located within Wiesbaden, Germany to resolve any legal matter arising from these Terms and Conditions. Notwithstanding this, you agree that 3D-IO will still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

EDUCATIONAL LICENSE INQUIRY

PERSONAL DATA

First Name

Last Name

Street

ZIP / PLZ

City

Country

Phone

E-Mail

QUALIFICATIONS

I certify that I am a degree-seeking student or a faculty member (as checked below) at the institution stated, and that I am purchasing the 3d-io GmbH software license for my own personal use for educational purposes only and not for commercial use.

I am:

A registered student who can confirm current enrollment in a degree-granting program.

Faculty (full-time or part-time) and want to engage the software in education and research purposes.

University staff and want to purchase a number of seat-licenses for our educational or research institution.

QUALIFYING EDUCATIONAL INSTITUTION

Institution

Website

City

Country

Verification
Contact

By filling out this field with my name, I state that I have understood the terms & conditions and that I fully agree with all terms and conditions, as well as with the end user agreement of this contract.

My hand-written signature

OR

Digitally signed:
I acknowledge herewith that the typed
letters are as valid as my hand-written signature

**FILL OUT, PRINT AND SIGN THIS FORM. SEND THE FILLED / SIGNED FORM AS FAX (+49 611 971 70 92)
OR PHOTO / SCANNED JPG TO EDU@3D-PLUGIN.COM OR THIS FORM DIRECTLY AS EMAIL.**



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