

Simarion End User License Agreement (EULA).

This is the End User License Agreement (EULA) for the standard version of the Simarion Computer System and may be subject to change without prior notification.

DEFINITIONS

1. **Simarion Computer System:** A set of software tools used to create, publish and manage 3-dimensional interactive simulations. The tools consists of, but is not limited to the following executable computer files:
 - a. The Simarion Desktop (Simarion.exe)
 - b. The Simarion Simulation Builder (SimBuilder.exe)
 - c. The Simarion Simulation Player (SimPlayer.exe)
 - d. The Simarion Audio Editor (AudioEditor.exe)
 - e. The Simarion Video Editor (VideoEditor.exe)
 - f. The Simarion Image Editor (ImageEditor.exe)
 - g. The Simarion Object Builder (ObjectBuilder.exe)
 - h. The Simarion Language Editor (LanguageEditor.exe)
 - i. The Simarion Hypertext Editor (HyperTextEditor.exe)

2. **Simarion Resource:** An output of the Simarion Computer System including but is not limited to:
 - a. **Simarion Simulation:** An illustration or presentation created using the Simarion Computer System and saved as a computer file with a file extension starting with “.sms”.
 - b. **Simarion Audio:** An audio or sound recording created, modified or copied using the Simarion Computer System and saved as a computer file with a file extension starting with “.sma”.
 - c. **Simarion Video:** A video created, modified or copied using the Simarion Computer System and saved as a computer file with a file extension starting with “.smv”.

- d. **Simarion Image:** An image or picture created, modified or copied using the Simarion Computer System and saved as a computer file with a file extension starting with “.smj”.
 - e. **Simarion Object:** A 3-dimensional object or model, created, modified or copied using the Simarion Computer System and saved as a computer file with a file extension starting with “.smo”.
3. **Simarion Domain:** A grouping of Simarion Resources saved as a computer file with a file extension starting with “.smd”.
 4. **Simarion Category:** A sub-grouping of a Simarion Domain.
 5. **Simarion Simulation Component:** A Simarion Resource used in a Simarion Simulation.
 6. **Registered Simarion Resource:** A Simarion Resource that has been registered to a Simarion Domain.
 7. **Unregistered Simarion Resource:** A Simarion Resource that has not been registered to a Simarion Domain.
 8. **Activated Simarion Resource:** A registered Simarion Resource that has been activated at a fee on the user’s computer.
 9. **Simarion Resource Activation:** The process whereby an user activates a Registered Simarion Resource by activating a Simarion Domain containing the resource.
 10. **Simarion User.** An individual that uses the Simarion Computer System in any capacity.
 11. **Simarion Regional System Administrator:** An individual or company listed on the Simarion.com website that administers the Simarion Computer System for a specific geographical region or subject area.
 12. **Simarion Domain Administrator:** The owner of a Simarion Domain.
 13. **Simarion User Alias:** The pseudo name a Simarion User specified when registering on a Simarion Regional System Administrator site.
 14. **Simarion Developer:** An individual that uses the Simarion Computer System to create Simarion Resources.

15. **Simarion Resource Owner:** An individual that accepts ownership and liability of a Simarion Resource, by assigning his or her Simarion User Alias to the resources "Owner" field.
16. **Simarion Simulation Component Owner:** The Simarion Resource Owner of a Simarion Simulation Component
17. **Simarion Account Holder:** An individual that deposits money into the account of a Simarion Regional System Administrator using his or her mobile number as reference and/or an individual that has registered on a Simarion Regional System Administrator website using his or her mobile number as reference.
18. **Domain Resource List:** A list of all Simarion Resources linked to a Simarion Domain.

TERMS OF USE

1. The Simarion Regional System Administrators take full and sole responsibility for the administration and management of the Simarion Computer System and the Simarion Account Holders within their allocated region.
2. The Simarion Domain Administrators take full responsibility for the administration, management and content of all Simarion Resources as listed in the Domain Resource List.
3. The Simarion Computer System is distributed free of charge and without any warranty.
4. The Simarion User may make and distribute an unlimited number of copies of the Simarion Computer System, provided that the copies remain an exact replica of the original and that no distribution or licensing fees are charged.
5. The Simarion User may make and distribute an unlimited number of copies of Simarion Resources, provided that the copies remain an exact replica of the original and that no distribution or licensing fees are charged.
6. The Simarion User acknowledges that he or she will not hold Simarion.com or any Simarion Regional System Administrator or any Simarion Domain Administrator liable for any damage sustained through the direct or indirect use of the Simarion Computer System.
7. The Simarion Computer System utilizes a disposable password, otherwise known as a one-time password (OTP) security system. A Simarion Account Holder gains access to his or her Simarion Account by supplying an OTP sent as a text message to the mobile number linked to the Simarion Account Holder. The Simarion Account Holder acknowledges that he or she will not hold

- Simarion.com or a Simarion Regional System Administrator liable for any damages or los incurred as a result of unauthorized access to the Simarion Account Holder's account which may occur as a result of unauthorized access to the Simarion Account Holder's mobile device or text messaging service.
8. The Simarion Resource Owner acknowledges that he or she holds the intellectual property (IP) rights or has the express permission of the IP owner to market and distribute the content of said resource.
 9. The Simarion Resource Owner agrees to provide an accurate description of the resources content and acknowledges that he or she may be held liable for false advertising and may forfeit all income, should the Regional System Administrator deem the content description to be inaccurate.
 10. The Simarion Resource Owner agrees to provide an accurate age restriction applicable to the resource content in compliance to the publication laws of the country or district in which the resource was registered.
 11. All Simarion Simulation Components can be viewed or played for free.
 12. All Simarion Simulation Components can be used for free in Unregistered Simarion Simulations.
 13. Simarion Resource Owners are compensated for each Simarion Resource Activation in accordance with the compensation policies of the Simarion Regional System Administrator.
 14. The compensation policies of the Simarion Regional System Administrators are subject to change.
 15. A Simarion Domain Owner may register an Unregistered Simarion Resource without the prior consent of a Simarion Resource Owner and without any obligation, financial or otherwise to the Simarion Resource Owner.

PRIVACY STATEMENT

The Simarion Regional System Administrator undertakes to protect the personal information of a Simarion Account Holder and not to make it available to any individual or organization unless by the express permission of the Simarion Account Holder or if instructed to do so by a valid court order.