

ABOUT THE CD-ROM

Publisher's Limited Warranty

The Publisher warrants the media on which the software is furnished to be free from defects in materials and workmanship under normal use for 30 days from the date that you obtain the Product. The warranty set forth above is the exclusive warranty pertaining to the Product, and the Publisher disclaims all other warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, even if the Publisher has been advised of the possibility of such purpose. Some jurisdictions do not allow limitations on an implied warranty's duration; therefore, the above limitations may not apply to you.

Publisher's Limitation of Liability

Your exclusive remedy for breach of this warranty will be the repair or replacement of the Product at no charge to you or the refund of the applicable purchase price paid upon the return of the Product, as determined by the publisher in its discretion. In no event will the Publisher, and its directors, officers, employees, and agents, or anyone else who has been involved in the creation, production, or delivery of this software be liable for indirect, special, consequential, or exemplary damages, including, without limitation, for lost profits, business interruption, lost or damaged data, or loss of goodwill, even if the Publisher or an authorized dealer or distributor or supplier has been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of indirect, special, consequential, or exemplary damages or the limitation of liability to specified amounts; therefore the above limitations or exclusions may not apply to you.

Software License Agreement

This Software License Agreement is a legal agreement between Geometric Tools, Inc., a North Carolina corporation, and any person or legal entity using or accepting any Software governed by this Agreement. The Software includes computer source code, the associated media, any printed materials, and any on-line or electronic documentation. The Software and any updates are available online from the Web site www.geometrictools.com.

By installing, copying, or otherwise using The Software, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, you may not use The Software, and you should remove the Software from your computer. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

This Agreement shall be effective on the first day you use or accept The Software governed by this Agreement, whichever is earlier.

The parties agree as follows:

1. *Grant of License.* We grant you a nonexclusive 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, edited, modified, copied, and distributed by you for noncommercial products.
 - (c) The Software may be used, edited, modified, copied, and distributed 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 or game engine 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. *Disclaimer of Warranty.* 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.
3. *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.
4. *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.
5. *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.

Installing and Compiling the Source Code

The Wild Magic engine is portable and runs on PCs with Microsoft Windows 2000/XP operating systems or Linux operating systems. The engine also runs on Apple computers with the Macintosh OS X operating system (version 10.2.3 or higher). OpenGL renderers are provided for all the platforms. Project files are provided for Microsoft Visual Studio .NET 2003 on Microsoft Windows. Make files are provided for Linux. Xcode project files are provided for the Macintosh.

The root of the CD-ROM contains one folder named **GeometricTools**. Copy this folder to your hard drive. The directions for installing and compiling are found in the file

`GeometricTools/WildMagic3p4ReleaseNotes.pdf`

Please read the release notes carefully before attempting to compile. Various modifications must be made to your development environment and some tools must be installed in order to have full access to all the features of Wild Magic.

Updates and Bug Fixes

The Web site for version 3 of the Wild Magic engine is www.geometrictools.com. Updates and bug fixes will be posted, and a history of changes is maintained at the site.