



DAZ Productions, INC. LICENSE AGREEMENT

By using the software you signify that you have read and agree to all the terms of the license agreement.

DAZ 3D

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1. 3-D MODEL LICENSE. DAZ3D grants to User and User hereby accepts, subject to the limitations and obligations of this Agreement, a personal non-exclusive, non-transferable License to use the 3-D Model(s), together with all accompanying written materials, images, and other data files (collectively referred to as "3-D Model(s)").

2. TITLE AND OWNERSHIP. Notice is hereby given that the 3-D Model(s) contains copyrighted and/or proprietary information protected by the laws of the United States. DAZ3D retains all rights in, title to, and ownership of the 3-D Model(s). User shall take all steps reasonably necessary to protect DAZ3D'S ownership rights. DAZ3D gives no rights or warranties with regard to the use of any objects, names, trademarks, service marks, or works of authorship depicted in any 3-D Model(s) and the User must satisfy themselves that all necessary rights or consents that may be required for the User's particular use of a 3-D Model are obtained from the applicable third party(ies) owning or having rights in to such objects, names, trade marks, service marks, or works of authorship.



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3. LICENSE FEES. User agrees to pay DAZ3D prior to or concurrent with delivery of the 3-D Model(s) the full purchase price for the 3-D Model(s). Any payment not made when due shall accrue interest at the rate of one and one-half percent (1 1/2%) per month. In addition, User agrees to pay DAZ3D any and all applicable tax that is levied in conjunction with the purchase of this License for the 3-D Model(s) whenever DAZ3D must collect and/or pay such taxes from or on behalf of User according to the applicable statutes and ordinances, as interpreted by the departmental authority of the taxing unit. Furthermore, User agrees to pay DAZ3D all costs, expenses, and attorney's fees expended by DAZ3D in the collection of the purchase price, whether by filing a lawsuit or otherwise.

4. GENERAL RESTRICTIONS AND TERMS OF USE. The 3-D Model(s) may be copied in whole or in part for User's exclusive use. Unauthorized copying of the 3-D Model(s) is expressly forbidden. User expressly agrees to include DAZ3D'S (and third parties, if any) copyright notice(s) and proprietary interest(s) on all copies of the 3-D Model(s), in whole or in part, in any form, including data form, made by User in accordance with this Agreement. The 3-D Model(s) is provided for User's exclusive use. User does not have the right to provide the 3-D Model(s) to others in any form or on any media. Specifically, you (the User) may copy the 3-D Model(s) onto the storage device of an unlimited number of computers; provided that all such computers are physically located at your business, or if you are a residence, your place of residence located at a single specific street address (or its equivalent).

You may (i) access, use, copy and modify the 3-D Models stored on such computers at such single location in the creation and presentation of animations and renderings which may require runtime access to the 3-D Model(s), and (ii) incorporate two dimensional images (including two dimensional images that simulate motion of three dimensional objects) derived from the 3-D Model(s) in other works and publish, market, distribute, transfer, sell or sublicense such combined works; provided that you may not in any case: (a) separately publish, market, distribute, transfer, sell or sublicense any 3-D Model(s) or any part thereof; or (b) publish, market, distribute, transfer, sell or sublicense renderings, animations, software applications, data or any other product from which any original 3-D Model(s), or any part thereof, or any substantially similar version of the original 3-D Model(s) can be separately exported, extracted, or de-compiled into any re-distributable form or format. Subject to the foregoing limitations, and the rights, if any, of third parties in or to the objects represented by the 3-D Model(s), you may copy, distribute, and/or sell your animations and renderings



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5. **INFRINGEMENT WARRANTY.** DAZ3D warrants to the User that, to the best of its knowledge, the digital data comprising the 3-D Model(s) do not infringe the rights, including patent, copyright and trade secret rights, of any third party, nor was the digital data unlawfully copied or misappropriated from digital data owned by any third party; provided, however, that DAZ3D makes no representation or warranty with respect to infringement of any third party's rights in any image, trademarks, works of authorship or object depicted by such 3-D Model(s).

6. **OTHER RESTRICTIONS.** This Agreement is your proof of License to exercise the rights granted herein and must be retained by you. User shall not give, sell, rent, lease, sublicense, or otherwise transfer or dispose of the 3-D Model(s) on a temporary or permanent basis without the prior written consent of DAZ3D. DAZ3D'S 3-D Model(s) and/or contracts are non-transferable and shall only be used by the Licensed User. User may not reverse engineer, de-compile, disassemble, or create derivative works from the 3-D Model(s). These restrictions do not pertain to rendered images or pre-rendered animations.

7. **PROTECTION AND SECURITY.** User agrees not to disclose, publish, release, transfer, or otherwise make available the 3-D Model(s), or any portion thereof, in any form, to any person, other than User's employees, without prior written consent from DAZ3D. User agrees that the 3-D Model(s) is the property of and proprietary to DAZ3D, and further agrees to protect the 3-D Model(s) and all parts thereof from unauthorized disclosure and use by its agents, employees, or customers. User shall be exclusively responsible for the selection, supervision, management, control, and use of the 3-D Model(s). User agrees to do all within their power to insure that their employees or any other user of the 3-D Model(s), complies with the terms and conditions of this Agreement. And User agrees to do all within their power to insure that their employees or any other user of the 3-D Model(s) refrains from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent of the 3-D Models.

8. **EXPORT RESTRICTIONS.** The 3-D Model(s) may be subject to the export controls of the United States Departments of State and Commerce and User agrees to fully comply with all



applicable United States export regulations governing export, destination, ultimate end user, and other restrictions relating to the 3-D Models.

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9. UNITED STATES GOVERNMENT RESTRICTED RIGHTS. If you are acquiring the 3-D Model(s) on behalf of any unit or agency of the United States Government, the following provision applies-- It is acknowledged that the 3-D Model(s) and the documentation were developed at private expense and that no part is in the public domain and that the 3-D Model(s) and documentation are provided with restricted rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in Subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or Subparagraphs (c)(1) and (2) of the Commercial Computer Software--Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/Manufacturer is DAZ Productions, INC., 12637 South 265 West, Suite 300, Draper, UT 84020.

10. PATENT, COPYRIGHT, AND TRADE SECRET INDEMNITY. User agrees to indemnify and hold harmless DAZ3D against all liability resulting from or related to any claim of patent or copyright infringement, misappropriation, or misuse of trade secrets or other proprietary rights based upon the use by User of the 3-D Model(s), or any portion thereof, in whatever form, or the exercise by User of any rights granted under this Agreement.

11. LIMITED WARRANTY. DAZ3D warrants that the 3-D Model(s) will perform substantially in accordance with the accompanying written materials for a period of thirty (30) days from the date of receipt. Upon the return of the defective media and a copy of the invoice, DAZ3D has the option to replace the media or refund the purchase price. In the event DAZ3D elects to refund the purchase price, User's License is revoked and User warrants and agrees to return the 3-D Model(s) to DAZ3D and to destroy any and all copies made therefrom. In no event shall DAZ3D'S liability exceed the purchase price of the License of the 3-D Model(s). If the media was damaged by accident, abuse, or misapplication, DAZ3D shall have no obligation to replace the media or refund the purchase price. All replacement media will be warranted for a like period of seven (7) days. There is no warranty after the expiration of the warranty period.

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13. NO LIABILITY FOR HARDWARE. User assumes complete responsibility for all hardware used in conjunction with the 3-D Model(s). DAZ3D shall not be responsible in any way for the non-performance or malfunction of any hardware used in conjunction with the 3-D Model(s), nor for any damages whatsoever arising out of the use of any hardware.

14. INDEMNIFICATION. User shall defend, indemnify, and hold DAZ3D harmless from any actions, claims, or proceedings with respect to the 3-D Model(s) or other provisions of this Agreement.

15. REMEDIES. The remedies provided herein shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies provided by law and equity. No delay or omission in the exercise of any remedy herein provided or otherwise available to DAZ3D shall impair or effect DAZ3D'S right to exercise the same. An extension of indulgence or forbearance (which must be in writing) shall not otherwise alter or effect DAZ3D'S rights or obligations nor be deemed to be a waiver thereof. The parties hereto agree that breach of any provisions of non-disclosure, secrecy, confidentiality, copying, use, protection, and security in this Agreement by User will cause immediate and irreparable damage and injury to DAZ3D. Each of the parties confirms that damages at law may be an inadequate remedy for breach or threatened breach of any such provisions. The parties agree that in such event DAZ3D shall be entitled by right to an Injunction restraining the User from violating any of said provisions. User hereby acknowledges that DAZ3D has disclosed



or will disclose to User valuable proprietary data set products, which are new and unique and give DAZ3D a competitive advantage in the marketplace; that DAZ3D intends to use such information to expand its business throughout the world; and that a violation of any of the provisions of this Agreement is material and important and DAZ3D shall, in addition to all other rights and remedies available hereunder, at law or otherwise, be entitled to a Temporary Restraining Order and an Injunction to be issued by any court of competent jurisdiction enjoining and restraining User from committing any violation of said provisions, and User shall consent to the issuance of such Injunction. User acknowledges that the remedies provided for in this Agreement are not injurious to nor violative of any public interest or policy, and will not create a hardship greater than is necessary to protect the interest of DAZ3D.

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16. GENERAL PROVISIONS.

a. Costs and Expenses of Enforcement. In the event of the failure of either party hereto to comply with any provisions of this Agreement, the defaulting party shall pay any and all costs and expenses, including reasonable attorneys' fees arising out of or resulting from such default (including any incurred in connection with any appeal), incurred by the injured party in enforcing its rights and remedies, whether such right or remedy is pursued by filing a lawsuit or otherwise.

b. Governing Law, Jurisdiction, and Venue. This Agreement is governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts within Utah County, State of Utah.

c. Further Information. Should you have any questions concerning any of the provisions of this Agreement, or if you desire to contact DAZ3D, please write: DAZ PRODUCTIONS, INC., 12637 South 265 West, Suite 300, Draper, UT 84020. If you need technical support for a DAZ3D product, please call (801) 495-1777. Our technical support hours are 9:00 a.m. to 5:00 p.m. M.S.T.



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