

Reallusion, Inc. Certified Content Developer Agreement

DEFINITIONS

1. **Content** or **The Models** - refers to any material published at REALLUSION, iClone BackStage, Content Store & republished partner content or user-generated certified content including but not limited to 3D models, textures, materials, motions, audio, AML script and images.
2. **Member** - refers to any person who creates a member account at REALLUSION and/or any person or business who purchases Content at REALLUSION.
3. **Vendor** - refers to Reallusion or a Reallusion Member who publishes content at REALLUSION.
4. **Royalty Free** - refers to a one-time usage fee as distinguished from a recurring rights fee.
5. **Membership Services** - refers to transfer and/or purchase of content to and from REALLUSION via the REALLUSION Website.
6. **For Sale** - refers to content that requires a purchase of license rights, as distinguished from content available for free download.
7. **Valid Sale** - refers to a completed sale of license rights to content via REALLUSION, as distinguished from a sale which is cancelled or incomplete for reasons including but not limited to refund at REALLUSION's discretion or credit card fraud.
8. **Ready-for-market** - refers to products that have met the marketing and specification requirements of that specific type of content. Marketing Requirements require at least one pack image, one thumbnail image. Some extra promotional images, videos or other marketing materials are recommended but not required.

LICENSE GRANT FROM VENDOR TO REALLUSION

The following terms apply for any Vendor who provides REALLUSION with any type of content:

By delivering content to REALLUSION, you ("Vendor" or "Developer") hereby grant to us ("REALLUSION") a non-exclusive, worldwide, royalty-free license to:

1. reproduce, set prices for, sell, and distribute net proceeds from any sale, in whole or in part on my behalf; and to publicly perform, publicly display, digitally perform, or transmit for promotional and commercial purposes;
2. create and use samples of the content, including any trademarks, service marks or trade names incorporated in the content in connection with your material, solely for the purpose of

demonstrating or promoting your products or services or those of REALLUSION;

GENERAL TERMS

The following terms apply to all types of content submitted to REALLUSION, including, but not limited to: 3D models, textures, materials, and images:

1. **Ownership.** The Vendor retains ownership of the copyrights and all other rights to content, subject to the non-exclusive rights granted to REALLUSION under this agreement. The Vendor is free to grant similar rights to others during and after the term of this agreement.
2. **Termination.** REALLUSION reserves the right to terminate this agreement between REALLUSION and the Vendor at any time and without notice. This agreement may be terminated at any time by either party upon written notice via email or regular mail.
3. **Representations and Warranties.** The term "Content" means any type of content, including, but not limited to: 3D models, textures, materials, and images, as applicable. The Vendor represents and warrants that:
 1. the Content is the Vendors original work for which the Vendor possesses copyright to distribute;
 2. the Vendor has full right and power to enter into and perform this agreement, and has secured all third party consents necessary to enter into this agreement;
 3. the Content does not and will not violate any law, statute, ordinance or regulation;
 4. the Content is not and will not be defamatory, libelous, pornographic, obscene or evocative of racial hatred of any kind;
 5. the Content does not and will not contain any viruses or other programming routines that detrimentally interfere with computer systems or data;
 6. all factual assertions that the Vendor has made and will make to REALLUSION are true and complete. The Vendor agrees to indemnify and hold REALLUSION and our Members harmless from any and all damages and costs, including reasonable attorney's fees, arising out of or related to your breach of the representations and warranties described in this section.
4. The REALLUSION website implements technology which will accurately categorize content that the Vendor delivers to us. If we make an error in good faith or our website software fails to properly categorize uploaded content and we consequently exceed our license rights, the Vendors sole remedy will be for us to take all reasonable steps to promptly correct the error as soon as we are made aware of the error.
5. REALLUSION's mission is to distribute only quality royalty-free content resources, and as such the publish of any Content uploaded to our site is at our discretion. We reserve the right to remove any uploaded content and to modify the information provided with any content for

accuracy and quality.

6. Agreement Subject to Change. REALLUSION reserves the right to change the terms of this agreement with or without notice at any time.

Account Non-Transferability. REALLUSION Vendor and Member accounts may not be transferred or accessed by any other party without the explicit written permission of REALLUSION.

REALLUSION (CCD) DEVELOPER TOOLS END USER LICENSE TERM

1. SINGLE COPY SOFTWARE LICENSE. The Reallusion (CCD) DEVELOPER Tools is copyrighted and protected by law and international treaty. You may download the Reallusion (CCD) DEVELOPER Tools through a web browser or install from a CD-ROM onto a single computer for your personal, non-commercial internal use only, unless specifically licensed to do otherwise by Reallusion, Inc. This is a license, not a transfer of title, and you may not nor permit anyone else to (a) modify the Reallusion (CCD) DEVELOPER Tools or use it for any commercial purpose or public display, performance, sale or rental; (b) de-compile, reverse engineer, or disassemble, modify, or create derivative works based on the Reallusion (CCD) DEVELOPER Tools or the documentation in whole or in part; (c) remove any copyright or other Reallusion, Inc. proprietary notices; (d) transfer the Reallusion (CCD) DEVELOPER Tools to another person. You agree to prevent any copying of the Reallusion (CCD) DEVELOPER Tools that you download for your use from this web site.
2. OWNERSHIP. The Reallusion (CCD) DEVELOPER Tools and all Reallusion, Inc. information on this web site is copyrighted proprietary material of Reallusion, Inc. and may not be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any way, without Reallusion, Inc.'s prior written permission. Except as expressly provided herein, Reallusion, Inc. and its suppliers do not grant any express or implied right to you under any patents, copyrights, trademarks, or trade secret information of Reallusion, Inc. or its suppliers.

Output from Reallusion developer plug-ins and tools may be only sold through the Reallusion Certified Content developer program and by Reallusion, Inc. CCD members may use their custom generated files inside their own Reallusion software projects or share their developer output files at no cost. Developer output files may not be sold outside the Reallusion marketplace without written permission from Reallusion.
3. TERMINATION OF THIS LICENSE. Reallusion, Inc. may terminate this license at any time if you are in breach of the terms of these terms and conditions of use. Upon such termination you must and agree to immediately destroy all copies of the Reallusion (CCD) DEVELOPER Tools and all of its accompanying documentation.

Reallusion may dismiss any Member, Developer, or Certified Content Developer from the (CCD) DEVELOPER program at any time without notice.

ROYALTY PAYMENTS

1. DEVELOPERS submit their ready-for-market content to Reallusion and if the ready-for-market content is indeed certified as a Reallusion content add-on pack then DEVELOPERS content will be posted for sale for a commission of 50% of net sales of content.

2. DEVELOPER can agree to forfeit additional 20% of commission to Reallusion if DEVELOPER requests special Reallusion created marketing materials and product placement inside our 'Add-on' pack storefront all co-branded with DEVELOPER.
3. Reallusion will provide DEVELOPER real-time reporting that DEVELOPER can check at their prerogative, commissions are paid at least quarterly if the commission accrued is more than \$100 USD. Payment may be made via PAYPAL or written check.
4. Reallusion will, at Reallusion's prerogative, provide participation in a special marketing program providing extended exposure of your products beyond the Reallusion.com online store. These events have an alternate commission rate which will be set for each event's promotional opportunity to spotlight your content inside invitational marketing programs where Reallusion incurs additional cost of content repurposing, commercialization, product display, packaging and market promotion. Participation in special marketing programs does not affect your commission inside the Reallusion.com online store and is an incentive to gain an extended audience for your content.

DISCLAIMER

The content provided by REALLUSION is scanned and tested for viruses. Although every effort has been made to keep models virus free, REALLUSION does not accept any responsibility for any disruption, damage and/or loss (including but not limited to loss of profits) that may occur while using Content downloaded from REALLUSION.

WARRANTY

REALLUSION takes measures to ensure all Content meets high quality standards and functions as advertised but makes no warranties, express or implied, of said Content.

Purchased content both from Content Store and BackStage will be documented and available on-line within your account Inventory for re-download.

APPLICABLE LAW

The laws of the state of California govern this EULA, except that federal and international law

governs copyrights, patents, and registered trademarks. Should any court having appropriate jurisdiction find any provision of this EULA invalid, that particular provision will be deemed null and void and will not affect the validity of any other provision of this EULA.

CONTACT INFORMATION

If you have questions concerning this EULA or need to contact Customer Service, please contact Company at this address:

Reallusion, Inc.

2033 Gateway Place, Fifth Floor

San Jose, CA 95110

Sales@reallusion.com

Customer Service (returns, warranty): <http://www.reallusion.com/support>

Legal (EULA questions, illegal activity reporting): marketing@reallusion.com

For technical support, please contact: <http://www.reallusion.com/support>

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