

ICLONE AND CRAZYTALK END USER LICENSE AGREEMENT (EULA)

(March 15th, 2007)

DEFINITIONS

- Company: Reallusion, Inc.
- Program: Computer software and associated files in Proprietary File Formats contained within the accompanying physical media.
- Documentation: Any written material in any form supplied with the Program and/or written material provided by authorized agents or representatives of the Company.
- Content: Animations, characters, clothing, faces, hair, geometries, images, materials, meshes, morphs, motion files, props, iClone and CrazyTalk 3D Studio Max and Maya plugins, textures, bump maps, transparencies, etc., created with the intent of being used within the Program and/or third party applications.
- Add-on content – content which is acquired as a separate purchase or after-market installation and is not included as default iClone content. -Allowed Content: All content that does not fall under the Restricted Content definition (see below).
- Restricted Content: All proprietary data, included content, add-on content, derivative content, files, images, mesh objects, and otherwise copyrighted, trademarked, and/or patented material supplied within the accompanying physical media.
- Proprietary Files and Formats: Files with the following extensions: VNS, CTS, CTM, FaceJPEG (RL-JPEG), FBX any proprietary compressed formats, and/or future proprietary file formats
- Third-Party: Any company and/or individual who are not authorized agents or representatives of the Company.

Reallusion, Inc. (Company), a California-based Corporation, provides the Program, the Content and the Documentation in this package and licenses you, the end user, rights to its use. Installing the contents of this packet indicates that you agree to follow and be bound by all of the terms and conditions comprising this EULA. If you do not agree with these terms, please return both the Program to its original point of purchase for a refund.

THIRD-PARTY TECHNOLOGY

Portions of Program contain content, technology and/or other components licensed by the Company from the following third parties: Interactive Data Visualization, Inc (IDV), Radiant Square, Poserworks, Inc., TurboSquid, Inc., Renderosity, Credo Interactive, Inc. and Geo-Metricks, each of whom retain the ownership, copyrights, trademarks, and patents to their respective contributions to the Program.

PROGRAM USAGE AND HANDLING

- A. The Company maintains an ongoing EULA enforcement program. Violation of any provision in this EULA automatically terminates this EULA and may subject you to civil and/or criminal prosecution at the Company's sole discretion.
- B. Your payment of the license fee grants you a LIMITED, PERSONAL, and NON EXCLUSIVE license to use Program and Documentation in accordance with all of the terms stated in this EULA. This license is NON TRANSFERABLE except as expressly permitted in this EULA or by US copyright law.
- C. You expressly acknowledge that the Company has a valuable proprietary interest in both the Program and the Documentation. You own the physical media upon which the Program is provided. However, all title, ownership, and rights to the Intellectual Property, Program and the

Documentation not expressly granted to you by this EULA and applicable laws remain with the Company

D. You cannot use, copy, modify, derive, or transfer Program or Documentation or any copy, modification, derivation, or merged portion thereof in whole or in part via any means or for any purpose whatsoever except as expressly provided in this EULA.

E. You assume full responsibility for your selection of the Program to achieve your intended results and for the installation, use, and results you obtain from the Program.

F. You may only use the Program on a single computer and may be freely moved from one computer to another so long as no possibility exists of the Program being used at more than one computer simultaneously. The Company is pleased to offer site licenses for multiple simultaneous users. Please contact the Company at the address below for details.

G. You, your employees, and/or authorized agents must protect the Program's confidentiality and act to enforce this EULA. You cannot distribute or otherwise make the Program or Documentation available to any third party via any means whatsoever, public or private, for any purpose, commercial or not, unless explicitly allowed by either this EULA or applicable US copyright law.

H. You may not copy or reproduce the Program or the Documentation except to make one (1) archival copy of the Program for your personal backup purposes, in support of your using the Program in full compliance with this EULA. You may not transfer this archival copy or permit this archival copy to be transferred to any other person or entity via any public or private means whatsoever, whether for compensation or not, unless this archival copy is part of a one-time permanent transfer of the Program, the Documentation, and all rights to use the Program and the Documentation granted by this EULA. Further, you must reproduce and include the Company's copyright notice on the archival copy of the Program. Company retains full ownership, title, and all other rights to the copy of the Program contained on your archival media, and all of the terms of this EULA apply to this archival copy as if it was the original Company-produced copy of the Program that was furnished to you when you paid the licensing fee.

I. You cannot reverse engineer, decompile, debug, disassemble, circumvent security features, or interfere with the normal Program functionality and operation for any reason whatsoever without the express prior written consent of the Company. Any such activity performed without the required consent is a violation of this EULA that may subject you to civil and/or criminal prosecution at the Company's sole discretion.

J. Any portion of the Program merged into or used in conjunction with another program remains the property of the Company and subject to this EULA. You must reproduce and include the Company's copyright notice on any portion of the Program merged in or used in conjunction with another program.

K. The sale of legal copies of the Program and the Documentation is restricted in accordance with US copyright law and any existing distributor and/or reseller agreements currently in effect between the Company and authorized distributors/resellers. This EULA does not grant the user the ability to act as a reseller of the Product or the Documentation. You may perform one permanent transfer of assignment of your personal copy of the Program, the Documentation, and this End User License Agreement as permitted under US copyright law provided all materials shipped with the Product (including the Program, the Documentation, the Allowed Content, the Restricted Content, and all rights granted by the EULA) are complete and unaltered and that all copies in your possession in original and converted forms are transferred. The party receiving the permanent transfer must accept the terms and conditions of this EULA and any other terms and conditions upon which you legally purchased a license to the Program.

L. You may not rent, lease, sublicense, or lend any versions or copies of the Program that you do not use. If the Program is an update to a previous version of the Program, you must possess and maintain a valid license to such previous version in order to use the update.

M. You may continue to use the previous version of the Program on your computer provided that all previous End User License Agreements are observed. You may not transfer the previous version without transferring or destroying the updated version.

CONTENT USAGE POLICY

A. Users can use iClone add-on or default content to create web pages, video or print media for public displays, tradeshow, marketing promotions, training, simulations, education, public entertainment or any application that does not directly involve with selling the as-is iClone content.

B. Users own the FULL copyright for original output media of their own unique video creation. Users' movies with unique storyline, character settings and customized appearance grants full commercial distribution and ownership of the exported media to the user. Users can claim the right of commercial use of those output media, or character clothing and actor creations, so long as the content is of original design, does not contain unaltered default iClone character design and does not infringe on the rights of Reallusion or others.

C. Reallusion character and object design is licensed for use, but you may not name or claim the ownership of content with the same look and feel of iClone default content or add-on content store items. Original content must contain your own unique design.

D. Commercial use of Reallusion developed content is restricted for use as mass content distribution as mobile service or cliparts sites, etc... Volume content distribution licensing from direct iClone output is offered through Reallusion business services and license program. This refers to rendered content and does not restrict iClone VNS and texture packs.

E. Interactive media commercial use for embedded technologies in games, educational titles or solutions that require embedded interactive real-time program data requires further licensing.

F. For commercial use of as-is content, either need to have written permission from Reallusion or pay for commercial use of content.

CONTENT DISTRIBUTION

Company created content may be modified for share and sale under the following guidelines.

Content which may be modified: Characters (Upper, Lower, Shoes), Props, Accessories, 3D Scenes, 2D Backgrounds, Faces, Motions, Talking Scripts (CTS), SFX particle & fog and Textures.

Character VNS - G1 and G2 characters may be modified and resold by following the guidelines outlined in the custom content sales matrix below. Default characters included with the installation of iClone may be sold as VNS. Add-on characters may be modified and sold as Texture packs only and may not be sold as VNS.

Texture Pack – JPG, BMP images mapped for iClone character, SFX particle customized appearance. Texture Packs must contain 100% original design and may not be sold with Reallusion default textures. Texture packs must define the iClone Character base model they are intended to fit. Texture packs should provide information regarding the Base character body for which the texture pack was made. Texture packs should provide a link to connect the user to purchase the original Base character if they need the base character to utilize the custom set of textures.

CloneCloth texture packs are developed for specific character body styles. Installing texture packs requires that the user have the character for which the texture pack was designed to dress.

iClone VNS – iClone native file format. VNS may ONLY be sold if the content is included as default iClone content accompanied with the installation of iClone or was created from 3rd party original 3D mesh. VNS must be retextured with 100% original texture for resale and Reallusion default textures may not be resold with the VNS file.

Faces may be sold as custom VNS so long as the face contains an original facial image and shape. Reallusion default faces may not be resold.

Motion may be sold as custom VNS so long as the motion contains new motion performance and does not contain original Reallusion motion sequences in full. Mixed and blended motion, custom poses, and custom BVH converted to VNS may be sold as motion VNS. Reallusion default motions and poses may not be resold in their original unedited format.

Project - Complete Project files may be sold as VNS as long as they only contain your original design or licensed content and all content within the Project must meet the requirements stated below in the custom content sales matrix.

3D Scenes, Props and LiveProps may be sold as VNS so long as they are original 3D models created with merged 3D blocks or converted to VNS from original 3D models. Reallusion default or add-on props may not be resold. Texture packs may be created and sold for default or add-on props customization.

SFX Particle and Fog may be created and sold as VNS so long as the particle and fog are original design and do not include Reallusion default textures or behavior.

Light and animated light settings may be sold as custom VNS files.

Camera settings may be sold as custom VNS files.

Accessories may be sold as VNS so long as they are original 3D models created with merged 3D blocks or converted to VNS from original 3D models. Reallusion default or add-on accessories may not be resold. Texture packs may be created and sold for default or add-on accessories customization.

iClone custom content sales matrix: it shows content which can be sold as VNS and Texture packs.

iClone Content Category	VNS	Texture Pack
G1 Default characters	YES	YES
G1 Add-on characters		YES
3rd Party characters		YES
G2 Default characters	YES	YES
G2 Add-on characters		YES
G2 CloneCloth™ characters		YES
Faces	YES	YES
Motion & Poses	YES	N/A
Props & LiveProps™	YES	YES
Accessories	YES	YES

Light	YES	N/A
Camera	YES	N/A
SFX Particle and Fog	YES	YES
3D Scenes	YES	N/A
2D Backgrounds	YES	YES
Hair	YES	YES

A. Third-party content included with Program and Documentation is copyrighted and owned by the original content creators.

B. The Company claims full ownership and copyright to all Company created Content and licenses its use with valid software registration and Certified Content Developer program member for commercial depiction in image or video output.

C. You may create and sell custom iClone content on a 3rd party website, your own website or through the Reallusion content store. Content sales must follow the guidelines set forth in this agreement to be in accordance. All content sales agents need to have a valid iClone license and be enrolled in the Reallusion Certified Content Developer program.
(<http://developer.reallusion.com>)

D. You may copyright and distribute rendered still or animated images and video without restriction or royalty to Company provided you do not violate other clauses of this agreement. This includes media output in non-interactive format.

E. If you purchased a Site License, you may distribute the Restricted Content between all computers containing valid copies of the Program, other Company products, and/or other software able to process Restricted Content.

F. You may use and distribute the Allowed Content in accordance with all applicable license terms imposed by the content's original creator. The Company does not enforce third-party rights.

G. The purpose of defining certain content as Restricted Content is to protect the Company's investment, interests, and ownership of Restricted Content. It is not the Company's policy to unreasonably restrict or inhibit any third party's creative or commercial activities. The following are Legitimate Uses of Restricted Content:

Creating tutorials, books, or other educational materials using images of Program interface for sale, distribution, public display, etc., provided they are intended to educate users as to use of the Program, or when used under the "fair use" guidelines of US copyright law. Any other use of images of the Program interface must be approved by the Company's prior written consent.

H. As part of the legitimate uses for Restricted Content outlined above, you may reproduce, distribute, sell, copyright, publicly display, and publicly perform using Restricted Content provided that such activity is limited to the Legitimate Uses enumerated above and does not violate any other clauses in this agreement and/or applicable US copyright laws.

I. Restricted Add-on content may not be installed on more computers than you have license to operate through serial number or site license.

J. Child Image Guidelines:

No Child Nudity: Images of children or characters resembling children (including teens, pre adolescent, child like fairies and other imaginary figures) under 18 years of age, depicting nudity is not permitted.

No child nudity of any kind which includes exposed chest on females, buttocks or genitals.
No images in which characters under the age of 18 give the appearance of having no clothes.

No depicting children with: transparent clothes, blurring of nude areas, or the use of 'blots' or 'Censored' wording or props to cover areas that are otherwise not clothed.

No depictions of young humanoid characters/children giving the appearance of being under the age of 18 displayed in erotic, seductive, provocative poses or context.

Babies in diapers will be allowed. Toddlers fall under the child nudity section.

APPROPRIATE USE

You may not use the Program in any manner that violates any applicable laws in your locality. The Company is not responsible for any illegal use of this software.

TERM

This EULA remains in full force and effect until terminated. You may terminate it at any time by returning the Program and the Documentation to the Company together with all copies, modifications, and merged portions of the Product and the Documentation in any form. The Company is in no way obliged to issue refunds in cases where the original CD jacket seal has been broken. This EULA will also terminate upon the conditions set forth elsewhere in this EULA, including but not limited to your violation of any of the provisions herein. Upon termination, you must immediately return both the Program and the Documentation to the Company along with all copies, modifications, and merged portions in any form. Termination of this EULA for any reason in no way limits the Company's right to continue enforcing all rights provided by law and does not entitle you to a refund of your license fee except as provided herein. All provisions of this EULA that protect the Company's proprietary rights continue in full force and effect after termination.

LIMITED WARRANTY

As the Program's and Documentation's sole warranty, the Company warrants that the original physical medium on which the Program and the Documentation is distributed free from defects in materials and workmanship under normal usage conditions for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt. No distributor, dealer, or any other entity or person is authorized to expand or alter either this warranty or this EULA, and the Company will not be bound by any such representation in any way. The Company does not warrant that the Program's functionality will meet your requirements or that the Program operation will be uninterrupted or error free. Except as stated in this EULA, the Program and the Documentation are provided to you as-is without any expressed or implied warranty of any kind, including but not limited to implied warranties of merchantability and fitness for a particular purpose. You assume the entire risk of the Program's and the Documentation's quality and performance. Should the Program prove defective you (and not the Company, authorized Company Distributor, or dealer) assume the entire cost of all necessary servicing repair or correction. This warranty gives you specific legal rights. You may also have other rights, which vary from state to state and from country to country. Some states and countries do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

LIMITATION OF REMEDIES

The Company's entire liability and remedy will be either:

- Replacing any original physical medium not meeting the Company's 'Limited Warranty' explained above, which you return to the Company or an authorized Company distributor or dealer along with a copy of your receipt.
- If the Company cannot deliver a replacement physical medium conforming to the warranty provided within this EULA, you may terminate this Agreement by returning the Program and the Documentation to the Company, authorized Company Distributor, or dealer for a refund of your license fee.

PRODUCT RETURNS

If you must ship the Program and the Documentation to an authorized Company Distributor, Dealer, or the Company, you must pay all shipping costs and insure the Program and the Documentation for the full license fee. If you are returning the Program to the Company for replacement of a defective physical medium during the ninety (90) day warranty period, please provide your full name and address, the original defective physical medium, and a copy of your receipt to the address provided below. Prior to returning the Program, please contact the Company for a Return Merchandise Authorization (RMA) number at the address below. In no event will the Company be liable to you for any damages, whether direct, indirect, incidental, or consequential, including damages for any lost profits, lost savings, or other incidental or consequential damages arising out of your use or inability to use the Program and the Documentation, even if the Company has been advised of the possibility of such damages or for any claim by any other party. Some states and countries do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event will the Company liability for damages to you or any other person ever exceed the amount of the license fee paid by you to use the Program regardless of the form of the claim.

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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:

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2033 Gateway Place, Fifth Floor

San Jose, CA 95110

Tel +1.408.573.6107

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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