



CONTENT LICENSE AGREEMENT 3D HUMAN MODEL

This Agreement governs the terms by which members and clients of 3D Human Model obtain the right to use the CAD models, validation sheets and excel sheets provided through the web site located at www.3dhumanmodel.com (the "Site").

1. Background of Agreement

(a) This document contains many important provisions that affect your rights and obligations. By selecting the correct box, you accept this Agreement either for yourself or on behalf of your employer or the entity that is identified as the member account holder, and agree to be bound by its provisions. If you are accepting on behalf of your employer or the entity that is the member account holder, you represent and warrant that you have full legal authority to bind your employer or such other entity. If you do not have such authority or you do not accept or agree with these terms, do not accept the Agreement and do not download the Content.

(b) In this Agreement: (i) "you" or the "Client" means you or, if you are accepting on behalf of your employer or member account entity, then "you" means that employer or entity and affiliates; (ii) "3D Human Model" or "we" means 3D Human Model LP, operator of the Site; and (iii) "Content" means any excel sheets, the validation sheets and models generated optically, electronically, digitally or by any other means or in any media or other material that you are downloading from the Site, together with any accompanying material.

2. Standard License Terms

We hereby grant to you a perpetual, non-exclusive, non-transferable worldwide license to use the Content for the Permitted Uses (as defined below). Unless the activity or use is a Permitted Use, you cannot do it. All other rights in and to the Content, including, without limitation, all copyright and other intellectual property rights relating to the Content, are retained by 3D Human Model or the supplier of the Content, as the case may be.

3. Permitted Standard License Uses

(a) You may only use the Content for those advertising, promotional and other specified purposes which are Permitted Uses (as defined below), under the condition that you, as far as reasonably possible, mention 3D Human Model as the author of the Content. For clarity, you may not use the Content in products for resale, license or other distribution.

(b) Seat Restrictions. Only you are permitted to use the Content, You may install and use the Content in only one location at a time, although subject to the Prohibited Uses and the other terms of this Agreement, you are entitled to utilize the Permitted Uses an unlimited number of times. If you require the Content to be in more than one location or accessible by more than one person, you must download the Content from the Site for each additional location and/or user. You may make one (1) copy of the Content solely for back-up purposes, and you must reproduce all proprietary notices on this single back-up copy.

(c) Permitted Uses. Subject to the restrictions described under Prohibited Uses below, the following are "Permitted Uses" of Content:

1. non-commercial, personal use (if you are accepting this Agreement for yourself) or non commercial, internal use (if you are accepting this Agreement on behalf of your employer or the entity that is identified as the member account holder);
2. modify the Content for personal or internal uses, but not for resale, license or other distribution;
3. create visualisations with the Content for printed materials such as presentations, reports, catalogues, brochures, books and book covers, magazines, newspapers, editorials, newsletters, product packaging (ie. not for resale or license); for entertainment applications, such as, and video, broadcast and theatrical presentations; for on-line or electronic publications, including web publications, but not for resale, license or other distribution; and
4. any other uses approved in writing by 3D Human Model (in an Extended License).

If there is any doubt that a proposed use is a Permitted Use, you should contact 3D Human Model.



4. Standard License Prohibitions

(a) Prohibited Uses. You may not do anything with the Content that is not expressly permitted in the preceding section or permitted by an Extended License. For greater certainty, the following are "Prohibited Uses" and you may not:

1. sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the Content or the rights granted under this Agreement;
2. use or display the Content on websites or other venues designed to induce or involving the sale, license or other distribution of "on demand" products;
3. incorporate the Content in any product that results in a re-distribution or re-use of the Content or is otherwise made available in a manner such that a person can extract or access or reproduce the Content as an electronic file;
4. modify the Content to the extent that source code is contained within the Content, reverse engineer, decompile, or disassemble any part of such source code;
5. install and use the Content in more than one location at a time or post a copy of the Content on a network server or web server for use by other users;
6. use or display the Content in an electronic format that enables it to be downloaded or distributed via shared in any peer-to-peer or similar file sharing arrangement;

5. Term of Agreement

This Agreement is effective until it is terminated. You can terminate this Agreement by destroying the Content and any Permitted Derivative Works, along with any copies or archives of it or accompanying materials (if applicable), and ceasing to use the Content for any purpose. The Agreement also terminates without notice from 3D Human Model if at any time you fail to comply with any of its terms. Upon termination, you must immediately (i) cease using the Content and for any purpose; (ii) destroy or delete all copies and archives of the Content or accompanying materials; and (iii) if requested, confirm to 3D Human Model in writing that you have complied with these requirements.

6. 3D Human Model Warranties

The Content is provided "as is" without representation, warranty or condition of any kind, either expressed or implied, including, but not limited to the implied representations, warranties or conditions of merchantability, or fitness for a particular purpose. 3d human model does not represent or warrant that the Content will meet your requirements or that its use will be uninterrupted or error free. The entire risk as to the quality and performance of the Content is with you. Should the Content prove defective, you (and not 3D Human Model) assume the entire risk and costs of all necessary corrections.

7. 3D Human Model Limitation of Liability

3DHuman Model or any of its affiliates or content providers or their respective directors, officers, employees, shareholders, partners or agents (collectively: the "3D Human Model Parties") shall not be liable for:

- a. faults in materials that you have supplied;
- b. misunderstandings or errors in respect of the performance of the Agreement if the cause of such misunderstandings or errors lies in your acts or omissions, such as in a case where complete, sound and clear information and/or materials have not been supplied on time or not at all;
- c. errors by third parties;
- d. faults in the design or errors in the Content; and
- e. any incidental, indirect, punitive, exemplary, or consequential damages whatsoever (including damages for loss of profits, interruption, loss of business information, or any other pecuniary loss) in connection with any claim, loss, damage, action, suit or other proceeding arising under or out of this Agreement, including without limitation your use of, reliance upon, access to, or exploitation of the Content, or any part thereof, or any rights granted to you in this Agreement.

Save in the event of wilful acts or gross negligence by 3D Human Model the liability of 3D Human Model for damage or loss arising from this Agreement or any wrongful act committed against you shall be limited to an amount reasonably proportionate to the quantum of the work commissioned, provided that such amount shall not exceed the amount paid for the commissioned work,

No action, regardless of form or nature, arising out of this Agreement may be brought by or on behalf of you more than one (1) year after the cause of action first arose.



8. Your Indemnification

You agree to indemnify, defend and hold the 3D Human Model Parties harmless from and against any and all claims, liability, losses, damages, costs and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any 3D Human Model Party as a result of or in connection with any breach or alleged breach by you or anyone acting on your behalf of any of the terms of this Agreement.

9. General Provisions

(a) 3D Human Model's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

(b) This Agreement is personal to you and is not assignable by you without 3D Human Model's prior written consent. 3D Human Model may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.

(c) If all or part of any provision of this Agreement is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place of such whole or part provision an enforceable provision or provisions, that as nearly as possible reflects the terms of the unenforceable whole or part provision.

(d) You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the Content, pursuant to this Agreement.

(e) This Agreement will be governed under the laws of The Netherlands applicable therein (without reference to conflicts of laws principles). You consent to service of any required notice or process upon you by registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time the Content was downloaded, or such other address as you may advise us in writing to use, from time to time.

(f) Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be exclusively settled by the competent Court of Amsterdam, The Netherlands.

10. Acknowledgement

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. IN CONSIDERATION OF 3D HUMAN MODEL AGREEING TO PROVIDE THE CONTENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND 3D HUMAN MODEL, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND 3D HUMAN MODEL RELATING TO THE SUBJECT OF THIS AGREEMENT.