

END-USER LICENSE AGREEMENT

(v. 1)

IMPORTANT : READ CAREFULLY

In using all or any part of the ARGILE software program, the User accepts all terms and conditions of the present License agreement. If the User obtains the Software via a platform such as a CD-ROM, without the possibility of reading this agreement prior to use, the User may be reimbursed at the price paid provided that the platform is returned in its original state, with the protective seal still intact, to NSIDED, along with the receipt and any other elements or documents provided, within seven (7) days of the date of purchase.

1. DEFINITIONS

"NSIDED" means NSIDED, SAS., having a capital of 49,375 euros, registered at the Registre du Commerce et des Sociétés de Créteil under the number 450 972 898, having its principle place of business at 4, rue Cheval-rû, 94120 Fontenay-sous-bois, France.

"User" means any party operating the ARGILE software program. The User may operate the software program ARGILE only by virtue of being entitled to do so under the terms of the present License agreement, by means of the User's Designated Material.

"Software" means the 3D modeling software program created and developed by NSIDED, sold under the name ARGILE, and includes any modifications or updates made to the Software.

"Designated Material" means the computer or associated computer material on which a copy of the Software is installed, in accordance with the present License agreement. Designated Material can mean either a personal home-computer or the workstation of an employee whose company is entitled to hold the present License.

"Content" means all and any 2D and/or 3D data provided with the Software.

"Still or Animated Images" means either a single image (still image) or a succession of images (animated images) that are produced by the Software or by any other software which imports and uses the Content. Still or Animated Images are saved in a numerical file in the following formats: JPEG, TGA, PNG, TIFF, BMP, PSD, AVI, MPEG, DIVX, QUICKTIME (non-exhaustive list), and are able to be used, printed, reproduced and circulated using the graphic and audiovisual industry's usual channels.

"Annex Data" means any and all information related to the Software, including any interface or document, any printed, electronic or online users' manuals, as well as any update of any interface, document, and printed, electronic or online users' manuals.

2. LICENCE

- 2.1 NSIDED hereby grants the User a non-exclusive and non-transferable personal license to install and use the Software on the Designated Material. Such license shall not be shared, installed or used simultaneously on computers other than the Designated Material, unless the User has purchased a multiple-user license for the Software. In this case, only the number of Software copies authorized at the time of purchase can be used simultaneously.
- 2.2 Under no circumstances is the User allowed to make the Software available to any third party via the Internet, whether on websites, Peer-to-Peer networks, etc., either free of charge or for fee. Likewise, the User shall under no condition divulge the serial number transmitted by NSIDED or one of its partners to the User. The serial number is strictly confidential.
- 2.3 Any transferal of the User's rights will be effective only upon complete payment of invoices emitted by NSIDED.

3. RESTRICTIONS

Unless previously agreed to in writing by NSIDED, the User shall not:

- 3.1 create or distribute copies of the Software nor transfer the Software onto a network or any computer which is not the Designated Material;
- 3.2 sell, hire, rent, lend or distribute the Software, nor grant a sub-license for the Software;
- 3.3 modify the Software or create a by-product of all or any part of the Software. Under no circumstances shall the User use the Software with the intention of developing another software program or any other technology having the same function as the Software. Such restrictions include but are not limited to the use of the Software for any development procedure or test whose aim would be :
 - 3.3.1 to develop any similar software or other technology, or
 - 3.3.2 to determine whether that software or other technology performs in the same way as the Software.
- 3.4 register, reproduce, translate, disassemble, recompile, analyse, or adapt the Software, in whole or in part, in any way or form.
- 3.5 Use the trial version of the Software for any commercial purposes. The trial version is strictly intended for evaluation purposes only for a limited time period.
- 3.6 Not For Resale (NFR) version means a version, so identified or designated as such by NSIDED, of the Software to be used to evaluate, promote and demonstrate the Software, only. Not For Resale version may NOT BE resold or transferred and is subject to use 's restrictions as set forth in this EULA.
- 3.7 "Education version" : if the Software is identified as an "Education version" (or designated as such by NSIDED), it may NOT be used for any commercial purposes. "Education versions" are delivered only to users who can provide a piece of identification such as a student ID or a teacher ID. "Education version" licenses become void if users lose their student or teacher status for any reason. An "Education version" license may NOT be resold or transferred for any amount. "Education version" users are entitled to receiving updates, in which case the terms and conditions of the initial purchase will apply. Terms and conditions will differ depending on whether the buyer is a person or a school (public or private). An "Education version" license may be converted into a full license provided the user purchases a license upgrade.

4. NSIDED'S PROPRIETARY RIGHTS

- 4.1 The User hereby acknowledges that the Software contains trade secrets that, as NSIDED's sole property, shall remain confidential. The User also acknowledges that the Software is protected by copyright.
- 4.2 NSIDED remains the sole owner of all rights of industrial and intellectual property related to the Software, including the Content and Annex Data. No article or provision of the present License agreement can be construed as a waiver of NSIDED's proprietary rights. The present agreement confers no such rights on the User, other than those which are expressly granted hereunder.
- 4.3 Under no circumstances does NSIDED waive its exclusive rights to the source code, nor is the User authorized to modify the Software in any way, nor to transfer the ownership of the support containing the Software to any third party.

5. TRADEMARKS

NSIDED and ARGILE are deposited trademarks, and are protected by copyright on behalf of NSIDED. Any use or reproduction, in whole or in part, of the written texts, logos, and/or graphics associated with these trademarks shall be authorized only by NSIDED's prior written consent. The other trademarks appearing or used in either the Software or the Content are the sole property of their respective beneficiaries.

6. USER'S RIGHTS AND OBLIGATIONS TO THE CONTENT

- 6.1 The User is granted the right to use the Content provided that the Content be used solely for the exclusive purposes of production, circulation or operation of Still or Animated Images. NSIDED remains the sole owner of all rights of industrial and intellectual property related to the Content.

6.2 The resale, hire, rent, registration of proprietary rights, sharing, or redistribution of the Content in any way, shape or form shall in no event be authorized.

7. COPYING THE SOFTWARE

7.1 The User has the right to electronically copy the Software in a visible format for the sole purpose of making a backup of the Software, and provided that NSIDED's copyright be clearly indicated on the copy.

7.2 Any reproduction or translation of the Annex Data, in whole or in part, and in any way, shape or form, is strictly prohibited.

8. TERMINATION

8.1 The present agreement shall remain in force until it is terminated. Termination may occur in two cases:

8.1.1 The present agreement may be terminated by the User in the case of loss or end of employment of User, provided that the User informs NSIDED in writing of the intention to terminate the agreement and informs NSIDED of the Software's serial number ;

8.1.2 NSIDED reserves the right to immediately terminate the present agreement should any of the terms of the agreement be violated.

8.2 In all cases of termination, the User shall destroy the original copy of the Software, as well as any other copies made, used or shared under the terms of this agreement. The User also agrees to destroy all Annex Data.

8.3 NSIDED shall not be liable for any damage caused by the termination of this agreement.

9. WARRANTY TO THE MEDIA

In the event that the Software has been rightfully acquired, in the intended physical support such as a CD-ROM or DVD-ROM, NSIDED warrants that the support containing the Software is free from all material and manufacturing defects, provided that the Software is used under normal conditions. This warranty will remain in effect for a period of thirty (30) days from the date on which the Software is purchased.

10. LIMITATION OF WARRANTY

10.1 Creating 3D characters and objects is a complex process. The current rules of thumb do not allow for the creation of 3D characters and objects under perfect conditions. Accordingly, the perception of the esthetic quality of the Models generated with the Software is entirely subjective. NSIDED shall not be liable for the quality of Models created with the Software. The User hereby acknowledges and accepts to use the Software despite having knowledge about potential dissatisfaction with the quality of the Models generated using the Software.

10.2 The Software and the Annex Data are provided "as is", without any warranty of any sort, to the exception of the warranty toward the media. NSIDED expressly declines any liability toward any warranty, including but not limited to any implicit warranty of quality, of suitability to a particular use, of counterfeit, or of market value. NSIDED does not guarantee that the functions of the Software correspond to the User's needs, nor that the Software will function without interruption or be exempt from any error, nor that any or all defects of the Software will be corrected. NSIDED excludes any warranty toward the use of the Software or results thereof, and toward the exactitude, reliability, etc. of the Annex Data. The present License agreement cannot deprive the User of its rights to a legal guarantee to the extent that this guarantee is applicable under the present agreement.

11. LIMITATIONS OF LIABILITY

11.1 Underage Use of the Software.

- 11.1.1 The User hereby acknowledges that the Software shows representations of human anatomy and artistic nudity. Accordingly, the User warrants being of the legally required age to view and use such content, in accordance with the laws of the country in which the Software is used.
- 11.1.2 It is the parents' sole responsibility to determine whether or not the Software is appropriate for their children, and to supervise the use made of the Software.
- 11.1.3 By accepting the present License, the User agrees to protect and hold NSIDED harmless against all liability in the event that a legally underaged child uses this Software due to negligence on the part of the User or due to any other reason.
- 11.1.4 NSIDED is excluded from all liability should the User make a false statement about her or his age. The User alone shall be held liable for the use of the Software, the Content, the created Models and the Still or Animated Images, and promises to use them in compliance with legal parenting responsibilities.

11.2 Illegal Use of the Software.

- 11.2.1 The User covenants to not use the Software, the Content, the created Models, or the Still or Animated Images for any illegal activity, in any way, shape or form. It is strictly prohibited to use the Software, the Content, the created Models, or the Still or Animated Images for all of the following, but not limited to, acts of discrimination, perjury, violence, racism, obscenity, abuse, or offense of any nature. Any failure to comply with the above is a violation of the present License agreement, and can be prosecuted under the law.

11.3 Problems in Using the Software.

- 11.3.1 NSIDED excludes any and all responsibility to the User should the Software be modified, or should a system failure occur during use of the Software on a material configuration, platform or operating system other than the Designated Material.
- 11.3.2 Under no circumstances shall NSIDED be held responsible for any indirect, accessory, special or immaterial damage, such as any loss of data, any momentary system interruption, any computer failure, or any monetary loss, resulting from the use or the inability to use the Software or the Annex Data, despite NSIDED having been informed of such damage.
- 11.3.3 In all cases, NSIDED's liability in terms of damage, loss or judicial proceedings shall not exceed the price paid by the User to acquire the present License.

NSIDED's limitations of liability, as described in the present article (11), shall apply to all aspects of the present License agreement.

12. GENERAL PROVISIONS

- 12.1 At its sole discretion, NSIDED reserves the right to modify the present agreement and promises to inform the User of any changes made to the agreement, using all possible means. By continuing to use the Software, the User agrees to all terms and conditions of the revised agreement.
- 12.2 Any avoidance or unlawfulness of any term, clause, paragraph, article or provision of the present agreement, whether in part or in whole, shall not effect the validity and lawfulness of any other term, clause, paragraph, article or provision herein.
- 12.3 Any delay or failure on the part of NSIDED in enforcing any right or obligation hereunder shall not be construed as a waiver of that right or obligation, unless explicitly stated by NSIDED and signed in writing.
- 12.4 Conditions for Assignment.
 - 12.4.1 The User shall under no circumstances assign the present License agreement to any third party.
 - 12.4.2 NSIDED reserves the right to assign the present License agreement and any of its rights hereunder to any third party.
- 12.5 Disputes and Language.
 - 12.5.1 Any dispute arising from the present agreement or in relation hereto shall be settled exclusively in

accordance with the laws of France, by the competent tribunals within the jurisdiction of NSIDED's headquarters.

12.5.2 French shall be the prevailing language in case of dispute.

12.5.3 The original French-language version of the present agreement may be translated into other languages. In case of any incoherencies in the translation or any deviance from the original agreement, only the French-language version will serve as evidence to resolve the dispute.

THE USER EXPRESSLY ACKNOWLEDGES READING THE PRESENT AGREEMENT AND UNDERSTANDING THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS STIPULATED HEREIN. BY CLICKING ON THE BUTTON "I ACCEPT" AND/OR BY CONTINUING TO INSTALL THE SOFTWARE, THE USER EXPRESSLY CONSENTS TO BEING HELD LIABLE TO TOWARD ALL THE TERMS AND CONDITIONS OF THE PRESENT AGREEMENT, AND TO CONCEDING TO NSIDED ALL RIGHTS HEREUNDER.