

END-USER LICENSE AGREEMENT

(v. 7b)

IMPORTANT: READ CAREFULLY

In using all or any part of the Software program, the User ("you") 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 Software program. The User may operate the Software program 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 Software program created and developed by NSIDED, sold under various classes of products: QUIDAM, QUIDAM Studio, QUIDAM Prime, QUIDAM Prime Indie, and includes any modifications or updates made to the Software. Software also appoints all the software products relating to QUIDAM, QUIDAM Studio, QUIDAM Prime, QUIDAM Prime Indie, in particular the Plug-ins and the additional Model Packs, including all the modified and updated versions of the software products. QUIDAM, QUIDAM Studio, QUIDAM Prime, QUIDAM Prime Indie are 3D modeling Software of characters and objects. QUIDAM generates two- and three-dimensional content which is modified by the User on the basis of the two- and three-dimensional content provided either by the Software at the time it is installed or at a later date via NSIDED's server or that of one of its partners.

"**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 data provided with the Software, produced by the Software, or exported by the Software, including any 3D data such as characters, faces, clothing, accessories, geometries (lines, spaces or volumes), or 3D clothing stitching, and also including any 2D data such as images, materials or textures. The Content provided with the Software is the content originally installed with the Software, installed either using an electronic platform, or using a CD-ROM or DVD-ROM. The Content also includes any content installed at a later date using NSIDED' server or that of one of its partners.

"**Model**" means any and all 3D characters and objects provided, produced, generated or exported by the Software. The Models are an integral part of the Content.

"**External Data**" means any 2D and 3D data which has neither been produced, generated, exported by the Software nor provided by the Software and which you own the proprietary rights.

"**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.

"Indie" refers to an independent developer (studios and users) stemming from the video game industry, whose annual turnover is lower than €115.000 during the latest fiscal exercise, and being able to benefit as such, from the license on the content, specially intended for him (preferential rate) to support him in its production.

2. LICENSE

2.1 In return of the payment of the license, according to the class of the product bought, 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.

Besides, furthermore the installation and the use of the Software on the "Designated Material", NSIDED also grants you a non-exclusive and non-transferable personal license on the use of the content of the Software, which modalities and terms of use depend of the product bought, and are mentioned in the article 6 of the present agreement.

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, analyze, 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 QUIDAM 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

Your payment of the license, according to the class of the product bought, grants you a non-exclusive and non-transferable personal license which allows you, besides the installation and the use of the Software on the "Designated Material", the use of the content of the Software, according to the dispositions mentioned below, in the present article:

6.1 Common dispositions to all licenses (QUIDAM, QUIDAM Studio, QUIDAM Prime, QUIDAM Prime "Indie"):

- 6.1.1 The Content, as defined in the present agreement and as referred to hereinafter, remains the exclusive property of NSIDED.
- 6.1.2 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.
- 6.1.3 The User agrees to consult NSIDED in case of doubt concerning the authorized and unauthorized

uses of Still or Animated Images and Models, as described in the present agreement. The User expressly agrees that in case of ambiguity or doubt in interpreting any of the clauses of the present article (6), only the interpretation provided by NSIDED will prevail.

6.2 Dispositions relative to the license of the QUIDAM and the QUIDAM Studio products:

6.2.1 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.

6.2.2 The User may:

i) export the Content, such as geometric data and textures, in the formats provided by the Software, its extensions and plug-ins, toward other 3D software programs, provided that there is no breach of any clause of the present License agreement, and that the exported data is used solely for the production of Still or Animated Images ;

ii) use the Models created by the Software to create Still or Animated Images using other software programs ;

iii) use the Models created by the Software using Still or Animated Images, and to sell or work the Still or Animated Images, in respect of the limits of the present article, and especially in respect of article 6.2.6.

6.2.3 The data exported from the Software, as described in article 6.2.2, can in no circumstances be sold, rented, distributed or redistributed as single or grouped items, including any compilations, bundles or assimilated processes.

6.2.4 Even after modification, the Content delivered with the Software shall on all accounts remain the exclusive property of NSIDED, and shall hereafter be subject to the terms and conditions of the present License agreement. Any modification of the Content, whether in whole or in part, effected using any or all software programs, including the Software, and brought about by any method of any kind, namely by subdivision, refinement, triangulation, simplification or any other related methods, shall not be exempted from the restrictions of use of the Content as defined herein.

6.2.5 The User may freely export or import the data produced by the Software, or re-use the data within the Software, in the proprietary formats QUI and QDP. The User is allowed to sell or distribute his own creations in proprietary formats ".QUI" and ".QDP", provided that these creations DO NOT infringe the intellectual proprietary rights of any third party (including but not limited to NSIDED's rights). The User shall in no event export the Content, which remains the sole property of NSIDED, from the Software for the purposes of redistribution using any of the following formats, including but not limited to OBJ, QDM, XSI, LWO, LWS, DAE, 3DS, STL or 3DM.

The User may freely export, use, redistribute and work the External Data which have been previously imported in the Software especially to retouch or visualize them.

6.2.6 Without the prior, written consent of NSIDED, the User may not export, use or permit the use of the Models created by the Software on any unauthorized third party's system. By third party's system is meant:

- mobile networks ;
- exposition multimedia equipment ;
- cell phones and telephones ;
- Internet access terminals ;
- remote servers ;
- personal assistants or game consoles ;
- software and multimedia players ;
- operating systems ;
- Internet networks or any equipment connected to the Internet ;
- PDA ;

- medical equipment ;
- telematic equipment ;
- cell phone operators' equipment ;
- gaming machines ;
- automated home systems ;
- remote controls or any other electronic device intended for the public's general use ;
- any support, system, technology and type of application in general, whether current or future, which would allow for the circulation of any 3D Model created using the Software.

The User shall not allow any third party to use the Software by installing the Software on a server by means of which some remote user may create Models and/or Still or Animated Images. The operation of any technology using the Content, whether from a remote site or on a server, is strictly prohibited according to the terms of the present agreement, as outlined in the present article (6.2.6).

Should the User wish to use Models generated by the Software under the conditions described herein, prior authorization must first be obtained from NSIDED. The User further agrees to first sign an agreement with NSIDED to establish the conditions for such use.

6.2.7 In accordance with article 11 herein stated, the use, circulation, and operation of any Still or Animated Images shall be the sole responsibility of the User. NSIDED excludes all liability and any warranty for the use of Still or Animated Images.

6.3 Dispositions relative to the license of the QUIDAM Prime Indie*product :

* QUIDAM Prime Indie: To be able to claim the advantage of the license of the QUIDAM Prime Indie product, you commit to respect the following condition:

- Realize an annual turnover lower than €115.000 during the latest fiscal exercise.

In all cases, if your turnover grows to greater than €115.000 annually, we invite you to get in touch directly with our company ("NSIDED") by every possible means necessary, to upgrade to the QUIDAM Prime product license which modalities of use of the Content are mentioned in article 6.4 of the present agreement.

However, the rights previously acquired within the framework of the QUIDAM Prime Indie Product license will continue to apply for the video games developed by the studio, and released previously to the update to the QUIDAM Prime product license.

We remind you that any neglect bound to the conditions of entry of the status of Indie is characterized by an obvious fraud of your part, which may engage your responsibility.

6.3.1 The User is granted the right to use the Content provided that the Content be used for purposes of production, circulation or operation of Still or Animated Images, and/or the exploitation of 3D Model(s) generated by the Software for the exclusive purposes of integration (with the aim of the publication) in video games.

Indeed, the present License authorizes you to exploit the Content (such as the use is defined in present articles), only in video games* developed by your care.

(*Definition mentioned in Appendix A: " Definition of the Video Game ")

The use of the Content concerning any other application than video games, requires a separate license.

Should the User wish to use Models generated by the Software under the conditions described previously, prior authorization must first be obtained from NSIDED. The User further agrees to first sign an agreement with NSIDED to establish the conditions for such use.

The User shall not allow any third party to use the Software by installing the Software on a server by means of which some remote user may create Models and/or Still or Animated Images. The operation of any technology using the Content, whether from a remote site or on a server, is strictly prohibited according to the terms of the present agreement.

Should the User wish to use Models generated by the Software under the conditions described previously, prior authorization must first be obtained from NSIDED. The User further agrees to first sign an agreement with NSIDED to establish the conditions for such use.

Under no circumstances the User is allowed to make the models available to anyone. The User shall encrypt the models the same way as the other graphic resources composing its video games. By no means should a third party have access to the models.

In case the User uses middleware for the game engine, with "packs" for the resources (levels, graphic and sound files, etc.), whether that middleware is free or not, the User shall integrate the models within those resources.

6.3.2 The User may:

i) export the Content, such as geometric data and textures, in the formats provided by the Software, its extensions and plug-ins, toward other 3D software programs, provided that there is no breach of any clause of the present License agreement, and that the exported data is used for the production of Still or Animated Images, and also, the exploitation of 3D Model(s) created by the Software for the exclusive purposes of integration (with the aim of the publication) in video games ;

ii) use the Models created by the Software for the purposes of production of Still or Animated Images, and/or for the purposes of integration of 3D Model(s) in video games, in respect of the restrictions specified in the present article, in particular at points 6.3.1 and 6.3.3 ;

6.3.3 The data exported from the Software, as described in article 6.3.2, can in no circumstances be sold, rented, distributed or redistributed as single or grouped items, including any compilations, bundles or assimilated processes.

Moreover, the User may not distribute, redistribute, sell or rent, the 3D Model(s) generated by the Software and integrated into a video game. The above-mentioned restriction aims in particular business models as " Item Sales " or " Virtual Goods Sales ", and forbids you formally any distribution, redistribution, sale or rent, of 3D Model(s) generated by the Software and integrated into video games.

Nevertheless, if a doubt persists concerning the qualification of video game (such as exposed in Appendix A) of your software, please contact NSIDED before any use of 3D Model(s) in the aforementioned software.

6.3.4 Even after modification, the Content delivered with the Software shall on all accounts remain the exclusive property of NSIDED, and shall hereafter be subject to the terms and conditions of the present License agreement. Any modification of the Content, whether in whole or in part, effected using any or all software programs, including the Software, and brought about by any method of any kind, namely by subdivision, refinement, triangulation, simplification or any other related methods, shall not be exempted from the restrictions of use of the Content as defined herein.

6.3.5 The User may freely export or import the data produced by the Software, or re-use the data within the Software, in the proprietary formats QUI and QDP. The User is allowed to sell or distribute his own creations in proprietary formats ".QUI" and ".QDP", provided that these creations DO NOT infringe the intellectual proprietary rights of any third party (including but not limited to NSIDED's rights). The User shall in no event export the Content, which remains the sole property of NSIDED, from the Software for the purposes of redistribution using any of the following formats, including but not limited to OBJ, QDM, XSI, LWO, LWS, DAE, 3DS, STL or 3DM.

The User may freely export, use, redistribute and work the External Data which have been previously imported in the Software especially to retouch or visualize them.

- 6.3.6 In accordance with article 11 herein stated, the use, circulation, and operation of any Still or Animated Images shall be the sole responsibility of the User. NSIDED excludes all liability and any warranty for the use of Still or Animated Images and/or the use of 3D Model(s) generated by the Software and integrated into video games.

6.4 Dispositions relative to the license of the QUIDAM Prime product and Additional Modules (Plug-ins, and Model Packs of the Prime product range) :

- 6.4.1 The User is granted the right to use the Content provided that the Content be used for purposes of production, circulation or operation of Still or Animated Images, and/or the exploitation of 3D Model(s) generated by the Software for the exclusive purposes of integration (with the aim of the publication) in a single video game.

Indeed, the present License authorizes you to exploit the Content (such as the use is defined in present articles) in a single video game* developed by your care.

(*Definition mentioned in Appendix A: " Definition of the Video Game ")

The use of the Content concerning any other application than video games, requires a separate license.

Should the User wish to use Models generated by the Software under the conditions described previously, prior authorization must first be obtained from NSIDED. The User further agrees to first sign an agreement with NSIDED to establish the conditions for such use.

Also, if the User wish to exploit again, one or several 2D/3D Model(s) generated by the Software in any other video game, the User have to acquire a new QUIDAM Prime license, including if necessary the Additional Model Pack of the Prime product range.

The limitation exposed in the previous paragraph concerns as well the newly generated Model(s) as the Model (s) having already been integrated into a previous video game, whether it is through the basic Content of the Software or allowed by the Content of an Additional Model Pack.

The User shall not allow any third party to use the Software by installing the Software on a server by means of which some remote user may create Models and/or Still or Animated Images. The operation of any technology using the Content, whether from a remote site or on a server, is strictly prohibited according to the terms of the present agreement.

Should the User wish to use Models generated by the Software under the conditions described previously, prior authorization must first be obtained from NSIDED. The User further agrees to first sign an agreement with NSIDED to establish the conditions for such use.

Under no circumstances the User is allowed to make the models available to anyone. The User shall encrypt the models the same way as the other graphic resources composing its video game. By no means should a third party have access to the models.

In case the User uses middleware for the game engine, with "packs" for the resources (levels, graphic and sound files, etc.), whether that middleware is free or not, the User shall integrate the models within those resources.

- 6.4.2 The User may:

- i) export the Content, such as geometric data and textures, in the formats provided by the Software, its extensions and plug-ins, toward other 3D software programs, provided that there is no breach of any clause of the present License agreement, and that the exported data is used for the production of Still or Animated Images, and also, the exploitation of 3D Model(s) created by the Software for the exclusive purposes of integration (with the aim of the publication) in a single video game ;
- ii) use the Models created by the Software for the purposes of production of Still or Animated Images, and/or for the purposes of integration of 3D Model(s) in a single video game, in respect of the restrictions specified in the present article, in particular at points 6.4.1 and 6.4.3 ;

- 6.4.3 The data exported from the Software, as described in article 6.3.2, can in no circumstances be sold, rented, distributed or redistributed as single or grouped items, including any compilations, bundles or assimilated processes.
Moreover, the User may not distribute, redistribute, sell or rent, the 3D Model(s) generated by the Software and integrated into a video game. The above-mentioned restriction concerns in particular business models such as " Item Sales " or " Virtual Goods Sales ", and forbids you formally any distribution, redistribution, sale or rent, of 3D Model(s) generated by the Software and integrated into video games.
- Nevertheless, if a doubt persists concerning the qualification of video game (such as exposed in Appendix A) of your software, please contact NSIDED before any use of 3D Model(s) in the aforementioned software.
- 6.4.4 Even after modification, the Content delivered with the Software shall on all accounts remain the exclusive property of NSIDED, and shall hereafter be subject to the terms and conditions of the present License agreement. Any modification of the Content, whether in whole or in part, effected using any or all software programs, including the Software, and brought about by any method of any kind, namely by subdivision, refinement, triangulation, simplification or any other related methods, shall not be exempted from the restrictions of use of the Content as defined herein.
- 6.4.5 The User may freely export or import the data produced by the Software, or re-use the data within the Software, in the proprietary formats QUI and QDP. The User is allowed to sell or distribute his own creations in proprietary formats ".QUI" and ".QDP", provided that these creations DO NOT infringe the intellectual proprietary rights of any third party (including but not limited to NSIDED's rights). The User shall in no event export the Content, which remains the sole property of NSIDED, from the Software for the purposes of redistribution using any of the following formats, including but not limited to OBJ, QDM, XSI, LWO, LWS, DAE, 3DS, STL or 3DM.
- The User may freely export, use, redistribute and work the External Data which have been previously imported in the Software especially to retouch or visualize them.
- 6.4.6 In accordance with article 11 herein stated, the use, circulation, and operation of any Still or Animated Images shall be the sole responsibility of the User. NSIDED excludes all liability and any warranty for the use of Still or Animated Images and/or the use of 3D Model(s) generated by the Software and integrated in a single video game.

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 under aged 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 affect 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.

APPENDIX A

DEFINITION OF VIDEO GAME

To avoid any ambiguity concerning the nature of your production, NSIDED communicates you the definition of the video game such as it is envisaged in the present license :

Besides, the generally accepted fact that the video game is a style of game existing as and controlled by software, usually run by a video game console or a computer, and played on a video terminal or television screen. Controlled by a paddle, joystick, mouse, cursor keys or a combination of any of these input devices.

NSIDED defines the video game as the software of entertainment reserved to the general public, and whose main object is to operate a mechanics of game pursuant to one or some of the following kinds :

1 Action

- * 1.1 Fighting
 - o 1.1.1 Fighting
 - o 1.1.2 Beat them all
- * 1.2 Shooter
 - o 1.2.1 First-person shooter ("FPS")
 - o 1.2.2 Third-person shooter
 - o 1.2.3 Shoot them up
- * 1.3 Stealth
- * 1.4 Platform
- * 1.5 Arcade (pinball, etc.)

2 Sports

- * 2.1 Sports
- * 2.2 Racing

3 Adventure

- * 3.1 Interactive movies
- * 3.2 point-and-click
- * 3.3 Role Playing Game (action and tactical)
- * 3.4 Survival horror

4 Reflection

- * 4.1 Puzzle
- * 4.2 Management
- * 4.3 Stratégy
- * 4.4 Coaching
- * 4.5 Party game
- * 4.6 Card game

5 Massively multiplayer online

- * 5.1 Massively multiplayer online role-playing
- * 5.2 Massively multiplayer online first person shooter
- * 5.3 Massively multiplayer online hack and slash

6 Simulation

- * 6.1 Flight
- * 6.2 Military
- * 6.3 Space
- * 6.4 Train
- * 6.5 God games
- * 6.6 Economic simulation
- * 6.7 City-building
- * 6.8 Government simulation

7 Rythm and musical

8 Educational

Are excluded in particular from this definition:

- The video games intended exclusively: to the employees of one or several companies, to the employees of the public service (For example: medical or military applications, etc.);
- Simulations (military, manufacturer, medical, etc.);
- The on-line communities as virtual worlds;
- Quite other application which is not mentioned in definition of the video game (3D Website, etc.)

Nevertheless, if a doubt persists concerning the qualification of video game (such as exposed above) of your software, please contact NSIDED before any use of 3D Model(s) in the aforementioned software.