

## Reallusion, Inc. Content Developer Agreement

12-16-2015

### DEFINITIONS

1. **Content or The Models** - refers to any material published at REALLUSION, Content Store, Marketplace & 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 and 6 thumbnail images. Extra promotional images, videos or other marketing materials are strongly recommended.

### 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, except in accordance with clause 4.
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.
4. **Publish Duration.** The Vendor agrees that any content published in Content Store must remain publicly available indefinitely in the Content Store in order to maintain content availability to users who have already purchased and wish to re-download at a future date. REALLUSION reserves the right to re-publish any Vendor content that is not available in order to provide access to purchase users.
5. **Price Consistency.** The price of any content published by the Vendor is to remain consistent across both the Marketplace and the Content Store.
6. **Promotional Pricing.** REALLUSION reserves the exclusive right to adjust pricing of any and all content published by the Vendor within 50% of its original price in accordance with special promotional considerations. If the price of a content item has been discounted in the Content Store, the Vendor may also adjust the pricing of that item for the duration of the promotion in the Marketplace. In all other scenarios, the price of content in the Marketplace must remain the same as the price listed in the Content Store.
7. **Marketplace Publishing.** Any iClone user may publish their content in the Marketplace without the need for approval from the REALLUSION Quality Assurance department. The Marketplace is provided to users as a free and open platform to quickly publish, sell and exchange content. The commission rate provided to sellers in the Marketplace is 60/40 in favor of the developer.
8. **Content Store Publishing.** Reallusion provides specialized republishing and promotional service for exceptional developers via the Content Store. Content published in the Content Store is selected exclusively by Reallusion for special promotional purposes.

Developers cannot apply for Content Store promotion without invitation. If a developer wishes to be considered for promotion in the Content Store, they may contact [developer@reallusion.com](mailto:developer@reallusion.com) for more details. The basic Content Store profit share rate is 50/50, but will be adjusted according to the previous established Republishing Agreement Terms if applicable.

9. DEVELOPER agrees that REALLUSION has the full right to republish, to the Content Store, any content that DEVELOPER has already submitted to the Marketplace. Any content that is submitted in both the Marketplace and Content Store must remain available for sale or download on the Marketplace indefinitely in order to provide users with the ability to re-download purchased content at any time, according to our EULA.

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 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** can self-publish their content in the Marketplace for a commission rate of 60% of net sales with the remaining 40% going to Reallusion. Submissions to the

Marketplace must adhere to the ethical guidelines outlined in the General Terms of this agreement.

2. DEVELOPER may be invited by REALLUSION to publish their content in the Content Store for special promotional consideration. The sales commission rate for all DEVELOPER content sold in the Content Store is 50% of the net sales, with REALLUSION receiving the other 50%.
3. DEVELOPER can request specialized content conversion and commercialization services provided by REALLUSION. Each of these services can be obtained by releasing an additional 10% of the content sales commission to REALLUSION, or 20% for both services.
4. 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 wire transfer.
5. Due to the increased cost of wire transfers, REALLUSION will only transfer money via this method if the accrued balance on DEVELOPER's account exceeds \$1000 USD. If DEVELOPER insists that a balance below \$1000 USD be paid via wire transfer, the full cost of the transaction will be deducted from DEVELOPER's account.
6. 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.

## **CONTENT PLAGIARISM**

Reallusion takes the issue of content plagiarism very seriously. As a facilitator for content development and a provider of a marketplace from which to share and sell this content, we try our best to ensure that all the content sold on websites run by or associated with Reallusion adheres to a strict policy of honesty, integrity, authenticity and respect for the original creator(s).

Our primary goal is to encourage and cultivate the creative energies in our developer community that are a quintessential part of good content creation. To do this, we strive to ensure the creative originality of all content sold, so as to reward those who take copyright seriously and work hard to enrich our marketplace with high quality productions.

However, scanning and analyzing all the content that is sold on our store for piracy is a task that requires the involvement of not only Reallusion staff, but the developer community at large. We strongly encourage any developers who have come across instances of content plagiarism or piracy to contact Reallusion immediately with their concerns. As these issues are of our utmost concern toward maintaining the integrity of our marketplace, we would like to assure all developers that we will do our best to determine appropriate action and punishment.

Reallusion would also like to stress that the forums are provided as a place for the creative exchange of ideas and content as well as a place to form friendships, help others, and discuss issues relating to computer animation software and production. We strongly encourage users to refrain from public accusations against members and attacks which may be personally or professionally based.

The world of computer animation is an innovative and inspiring place where developers can help turn dreams into reality. Our hope is that all developers can maintain a level of professionalism as well as adhere to the high standards that can be found in the most valued and hard-working content creators.

If you believe you have come across an instance of content plagiarism, please notify our content certification team. We understand that in the world of computer animation content development, there are infinite possibilities for creativity, but also many opportunities for inadvertent use of content that may come from copyrighted sources. Keeping this in mind, confirmed cases of content plagiarism will be met with the following measures by Reallusion:

1st offence:

- a) Immediate removal of all infringing content from Reallusion's Content Store.
- b) A warning letter from Reallusion.
- c) Your account will be put on a 'watch list' that will be monitored by Reallusion staff.
- d) 6 month revocation of special CCD developer privileges such as beta testing new products and features from Reallusion.

2nd offence:

- a) Immediate removal of all user content from Reallusion's Content Store, regardless of infringement.
- b) A 1 year ban on involvement in any Reallusion marketplace.

- c) Permanent removal of CCD developer privileges and special offers from Reallusion
- d) Legal notification to the original authors of the content in question.

If you have made a purchase from Reallusion's Content Store that has been confirmed as being plagiarized content, your first step is to request reimbursement from the developer you purchased from. That developer will be responsible for returning the full purchase price of any plagiarized content to the consumer. Any developer who fails to refund the purchase price will have marketplace and developer privileges permanently revoked until all outstanding complaints are resolved.

If the offending developer refuses to pay and gives up involvement in the marketplace altogether, then Reallusion will step in to reimburse your purchase price, as we take full responsibility for the content sold in our Content Store. Developers will be locked out of selling in the marketplace as long as any outstanding reimbursements remain. Please keep in mind that confirmation of plagiarized content is not an immediate process. Reallusion will review all cases of plagiarism accusation and respond appropriately within 7 business days.

Reallusion would once again like to thank the responsible developers who take the issue of content plagiarism seriously and bring it to the attention of Reallusion staff. As content development is in many ways a self-policing industry, your involvement is integral in Reallusion's ability to find and punish users who violate the original creations.

## **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](mailto:marketing@reallusion.com)

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

## **COPYRIGHT**

The Program and the Documentation are ©2000-2015

Update: 12-16-2015

Please always refer to the online version to make sure the latest update of the agreement.