

Asset End User License Agreement

1. Parties to the Agreement/The Subject Matter of the Agreement

1.1 This Asset End User License Agreement ("EULA") is a non-exclusive, legally binding end user license agreement between any individual or a single entity ("END-USER") that acquires a license to an Asset (defined as (i) software designed in order to facilitate the development of electronic applications and digital media; and (ii) content (for example – without limitation – computer graphics, including 3D computer graphics, sounds and music), tutorials and other digital materials created in order to become incorporated and embedded components of electronic applications and digital media) and Unity Technologies ApS (company no. 30 71 99 13), Niels Hemmingsens Gade 24, DK-1153 Copenhagen K, Denmark ("Licensor").

1.2 By installing, copying, accessing, downloading or otherwise using the Assets, END-USER agrees to be bound the provisions of this EULA.

1.3 The subject matter of this EULA is the licensing to END-USER of any Assets from Licensor. The Assets are licensed, not sold.

2. END-USER's Rights and Obligations

2.1 END-USER may use the licensed Assets only for their intended purpose.

2.2 Licensor grants to END-USER a non-exclusive, worldwide, and perpetual license to the Asset to integrate it only as incorporated and embedded components of electronic applications and digital media and distribute such electronic application and digital media; reproduction and display in distributed physical marketing materials is permitted solely for marketing purposes in respect of such electronic applications or digital media. END-USERS may modify Assets. END-USER may otherwise not reproduce, publicly display, publicly perform, transmit, distribute, sublicense, rent, lease or lend the Assets. It is emphasized that END-USERS shall not be entitled to distribute or transfer in any way (including, without, limitation by way of sublicense) the Assets in any other way than as integrated components of electronic applications and digital media or in supporting physical marketing materials. END-USER shall include Licensor's copyright notice (i.e., © 2020 Unity Technologies) in all copies of the above-mentioned electronic applications, digital media and physical marketing materials.

2.3 Some components of Assets may also be governed by applicable open source software licenses. In the event of a conflict between the applicable EULA and any such open source licenses, the open source software licenses shall prevail with respect to those components.

2.4 You agree that no modification or use of those Assets shall (a) infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (b) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to liability of any kind; (c) be fraudulent, false, misleading, or deceptive; (d) be defamatory, obscene, pornographic, vulgar, or offensive; (e) promote discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (f) promote violence or actions that are threatening to any other person; or (g) promote illegal or harmful activities or substances.

3. Licensor's Rights and Obligations

Licensor shall render support services to END-USER only in the event a special agreement to this effect has been entered into.

4. Termination

4.1 Without prejudice to any other rights, Licensor may terminate this EULA if END-USER fails to comply with the terms and conditions of this EULA.

4.2 END-USER may terminate END-USER's license at any time.

4.3 In the event of termination of this EULA, all license rights granted herein terminate and END-USER shall immediately destroy any and all copies of the Assets contained on any type of media under the control of END-USER and confirm such destruction in writing to LICENSOR.

5. Duplication Rights/Back Up Copy

5.1 END-USER may not make copies of the Assets, except incidental transient or temporary copies or otherwise to the extent that such activity is expressly permitted under mandatory statutory applicable law. In addition, Licensor acknowledges that copies of the Assets may be made when the Assets have been integrated as components of electronic applications and digital media as permitted hereunder.

5.2 After installation of one copy of the Asset pursuant to this EULA, END USER may keep the original copy of the Asset solely for back-up or archival purposes.

6. Trademarks

This EULA does not grant END-USER any rights in connection with any trademarks or service marks of Licensor, Provider or Licensor's other suppliers.

7. Upgrades and Support

7.1 Assets identified as upgrades replace and/or supplement the licensed Assets.

7.2 Licensor may at its own discretion from time to time provide upgrades of the Assets to END USER. Irrespective hereof END-USER is only entitled to licenses to upgrades if END-USER has entered into an Upgrade Agreement with Licensor. END-USER may use the upgraded Assets only in accordance with the terms of this EULA.

7.3 END-USER is only entitled to support if END-USER has entered into a Support Agreement with Licensor.

8. Intellectual Property

8.1 The Assets are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

8.2 All title and intellectual property rights in and to the Assets (including but not limited to any software, images, photographs, animations, graphics, 3D graphics, video, audio, music, text, tutorials, and "applets" incorporated into the Assets), the accompanying printed materials, and any copies of the Assets are owned by Licensor. All rights not expressly granted are reserved by Licensor. For greater certainty and without limitation of the foregoing, use of Assets, whether modified as permitted hereunder or unmodified, is limited to use as expressly provided in this EULA.

9. Disclaimer of Warranties

9.1 END-USER EXPRESSLY UNDERSTANDS AND AGREES THAT ITS USE OF THE ASSETS IS AT END-USER'S SOLE RISK AND THAT THE ASSETS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN PARTICULAR, LICENSOR, ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO END-USER THAT: (A) END-USER'S USE OF THE ASSETS WILL MEET END-USER'S REQUIREMENTS, (B) END-USER'S USE OF THE ASSETS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) ANY INFORMATION OBTAINED BY END-USER AS A RESULT OF END-USER'S USE OF THE ASSETS WILL BE ACCURATE OR RELIABLE, AND (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO END-USER AS PART OF THE ASSETS WILL BE CORRECTED.

9.2 END-USER'S USE OF ANY ASSETS IS AT END-USER'S OWN DISCRETION AND RISK AND END-USER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO END-USER'S COMPUTER SYSTEM, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

9.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES TERMS OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES TERMS AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO ANY ASSETS.

9.4 NONE OF THE ASSETS IS INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, EMERGENCY COMMUNICATIONS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER SUCH ACTIVITIES IN WHICH CASE THE FAILURE OF THE ASSETS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

10. Limitation of Liability; Limited Defense/Indemnity

10.1 SUBJECT TO THIS SECTION 10, LICENSOR AND ITS SUBSIDIARIES, HOLDING COMPANIES AND OTHER AFFILIATES TOTAL LIABILITY TO END-USER FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY UNDER THESE TERMS, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR DIRECT OR INDIRECT DAMAGES, LOSSES, OR INJURIES WILL BE LIMITED TO ONE U.S. DOLLAR; SUBJECT TO THIS SECTION 10, IN NO EVENT WILL LICENSOR OR ITS SUBSIDIARIES, HOLDING COMPANIES AND OTHER AFFILIATES BE LIABLE TO END-USER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF ANY ASSETS LICENSED, DOWNLOADED OR OTHERWISE OBTAINED FROM LICENSOR, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS EULA IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10.2 SUBJECT TO THIS SECTION 10, END-USER EXPRESSLY UNDERSTAND AND AGREE THAT LICENSOR, ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO END-USER FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY END-USER, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF (A) ANY RELIANCE PLACED BY END-USER ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN END-USER AND LICENSOR OR ANY, DEVELOPER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS IN THE ASSETS; (B) ANY CHANGES WHICH LICENSOR MAY MAKE TO THE ASSETS (OR ANY FEATURES WITHIN THE ASSETS); (C) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH END-USER'S USE OF THE ASSETS; OR (D) END-USER'S FAILURE TO PROVIDE LICENSOR WITH ACCURATE ACCOUNT INFORMATION;

10.3 Nothing in this EULA excludes the liability for Licensor, its subsidiaries or affiliates for (a) death and personal injury caused by negligence; (b) fraudulent misrepresentation; or (c) any other liability which cannot be limited by applicable law.

11. Export Restrictions

Assets may be subject to laws, administrative regulations and executive orders of those authorities responsible according to any applicable laws relating to the control of imports and exports of the Assets ("Export Laws"). You agree to comply with all applicable Export Laws and you shall not export or re-export directly or indirectly (including via remote access) any part of the Assets to any country to which a license is required under the Export Laws without first obtaining a license.

12. Venue and Applicable Law

This EULA and END-USER's relationship with Licensor under this EULA, shall be governed by the laws of Denmark without regard to its conflict of laws provisions. Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by simplified arbitration arranged by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. Notwithstanding this, Provider agrees that Licensor shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.